United States Treaties and Other International Agreements

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United States Treaties and Other International Agreements

VOLUME 33

IN FOUR PARTS

Part 1

1979–1981

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The Act approved September 23, 1950, Ch. 1001, § 2, 64 Stat. 979, 1 U.S.C. § 112a, provides in part as follows:

". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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PANAMA

Panama Canal: Permanent Neutrality and Operation

Treaty signed at Washington September 7, 1977, with attached protocol;
Transmitted by the President of the United States of America to the Senate September 16, 1977 (S. Ex. N, 95th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations February 3, 1978 (S. Ex. Rep. No. 95–12, 95th Cong., 2d Sess.);
Advice and consent to ratification by the Senate subject to amendments, conditions, reservations and understandings March 16, 1978;
Ratified by the President subject to such amendments, conditions, reservations and understandings June 15, 1978;
Ratified by Panama June 16, 1978;
Ratifications exchanged with protocol signed at Panama June 16, 1978; effective April 1, 1979;
Proclaimed by the President September 24, 1979;
Entered into force October 1, 1979.

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal was signed at Washington on September 7, 1977, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of March 16, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Neutrality Treaty, subject to the following:

(a) AMENDMENTS:

(1) At the end of Article IV, insert the following:

"A correct and authoritative statement of certain rights and duties of the Parties under the foregoing is contained in the Statement of Understanding issued by the Government of the United States of America on October 14, 1977, and by the Government of the Republic of Panama on October 18, 1977,[1] which is hereby incorporated as an integral part of this Treaty, as follows:

"'Under the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal (the Neutrality Treaty), Panama and the United States have the responsibility to assure that the Panama Canal will remain open and secure to ships of all nations. The correct interpretation of this principle is that each of the two countries shall, in accordance with their respective constitutional processes, defend the Canal against any threat to the regime of neutrality, and consequently shall have the right to act against any aggression or threat directed against the Canal or against the peaceful transit of vessels through the Canal.

[1] For joint Statement of Understanding, see *Department of State Bulletin*, Nov. 7, 1977, p. 631.

"'This does not mean, nor shall it be interpreted as, a right of intervention of the United States in the internal affairs of Panama. Any United States action will be directed at insuring that the Canal will remain open, secure, and accessible, and it shall never be directed against the territorial integrity or political independence of Panama.'."

(2) At the end of the first paragraph of Article VI, insert the following:

"In accordance with the Statement of Understanding mentioned in Article IV above: 'The Neutrality Treaty provides that the vessels of war and auxiliary vessels of the United States and Panama will be entitled to transit the Canal expeditiously. This is intended, and it shall so be interpreted, to assure the transit of such vessels through the Canal as quickly as possible, without any impediment, with expedited treatment, and in case of need or emergency, to go to the head of the line of vessels in order to transit the Canal rapidly.'."

(b) CONDITIONS:

(1) Notwithstanding the provisions of Article V or any other provision of the Treaty, if the Canal is closed, or its operations are interfered with, the United States of America and the Republic of Panama shall each independently have the right to take such steps as each deems necessary, in accordance with its constitutional processes, including the use of military force in the Republic of Panama, to reopen the Canal or restore the operations of the Canal, as the case may be.

(2) The instruments of ratification of the Treaty shall be exchanged only upon the conclusion of a Protocol of Exchange, to be signed by authorized representatives of both Governments, which shall constitute an integral part of the Treaty documents and which shall include the following:

"Nothing in the Treaty shall preclude the Republic of Panama and the United States of America from making, in accordance with their respective constitutional processes, any agreement or arrangement between the two countries to facilitate performance at any time after December 31, 1999, of their responsibilities to maintain the regime of neutrality established in the Treaty, including agreements or arrangements for the stationing of any United States military forces or the maintenance of defense sites after that date in the Republic of Panama that the Republic of Panama and the United States of America may deem necessary or appropriate.".

(c) RESERVATIONS:

(1) Before the date of entry into force of the Treaty, the two Parties shall begin to negotiate for an agreement under which the American Battle Monuments Commission would, upon the date of entry into force of such agreement and thereafter, administer, free of all taxes and other charges and without compensation to the Republic of Panama and in accordance with the practices, privileges, and immunities associated with the administration of cemeteries outside the United States of America by the American Battle Monuments Commission, including the display of the flag of the United States of America, such part of Corozal Cemetery in the former Canal Zone as encompasses the remains of citizens of the United States of America.

(2) The flag of the United States of America may be displayed, pursuant to the provisions of paragraph 3 of Article VII of the Panama Canal Treaty,[1] at such part of Corozal Cemetery in the former Canal Zone as encompasses the remains of citizens of the United States of America.

(3) The President--

(A) shall have announced, before the date of entry into force of the Treaty, his intention to transfer, consistent with an agreement with the Republic of Panama, and before the date of termination of the Panama Canal Treaty, to the American Battle Monuments Commission the administration of such part of Corozal Cemetery as encompasses the remains of citizens of the United States of America; and

(B) shall have announced, immediately after the date of exchange of the instruments of ratification, plans, to be carried out at the expense of the Government of the United States of America, for--

(i) removing, before the date of entry into force of the Treaty, the remains of citizens of the United States of America from Mount Hope Cemetery to such part of Corozal Cemetery as encompasses such remains, except that the remains of any citizen whose next of kin objects in writing to the Secretary of the Army not later than three months after the date of exchange of the instruments of ratification of the Treaty shall not be removed; and

[1] TIAS 10031; *post*, p. 141.

(ii) transporting to the United States of America for reinterment, if the next of kin so requests, not later than thirty months after the date of entry into force of the Treaty, any such remains encompassed by Corozal Cemetery and, before the date of entry into force of the Treaty, any remains removed from Mount Hope Cemetery pursuant to subclause (i); and

(C) shall have fully advised, before the date of entry into force of the Treaty, the next of kin objecting under clause (B)(i) of all available options and their implications.

(4) To carry out the purposes of Article III of the Treaty of assuring the security, efficiency, and proper maintenance of the Panama Canal, the United States of America and the Republic of Panama, during their respective periods of responsibility for Canal operation and maintenance, shall, unless the amount of the operating revenues of the Canal exceeds the amount needed to carry out the purposes of such Article, use such revenues of the Canal only for purposes consistent with the purposes of Article III.

(d) UNDERSTANDINGS:

(1) Paragraph 1(c) of Article III of the Treaty shall be construed as requiring, before any adjustment in tolls for use of the Canal, that the effects of any such toll adjustment on the trade patterns of the two Parties shall be given full consideration, including consideration of the following factors in a manner consistent with the regime of neutrality:

(A) the costs of operating and maintaining the Panama Canal;

(B) the competitive position of the use of the Canal in relation to other means of transportation;

(C) the interests of both Parties in maintaining their domestic fleets;

(D) the impact of such an adjustment on the various geographical areas of each of the two Parties; and

(E) the interests of both Parties in maximizing their international commerce.

The United States of America and the Republic of Panama shall cooperate in exchanging information necessary for the consideration of such factors.

(2) The agreement 'to maintain the regime of neutrality established in this Treaty' in Article IV of the Treaty means that either of the two Parties to the Treaty may, in accordance with its constitutional processes, take unilateral action to defend the Panama Canal against any threat, as determined by the Party taking such action.

(3) The determination of 'need or emergency' for the purpose of any vessel of war or auxiliary vessel of the United States of America or the Republic of Panama going to the head of the line of vessels in order to transit the Panama Canal rapidly shall be made by the nation operating such vessel.

(4) Nothing in the Treaty, in Annex A or B thereto, in the Protocol relating to the Treaty, or in any other agreement relating to the Treaty, obligates the United States of America to provide any economic assistance, military grant assistance, security supporting assistance, foreign military sales credits, or international military education and training to the Republic of Panama.

(5) The President shall include all amendments, conditions, reservations, and understandings incorporated by the Senate in this resolution of ratification in the instrument of ratification to be exchanged with the Government of the Republic of Panama.

The Neutrality Treaty was ratified by the President of the United States of America on June 15, 1978, subject to the said amendments, conditions, reservations and understandings, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of Panama on June 16, 1978;

It is provided in Article VIII of the Neutrality Treaty that the Neutrality Treaty shall enter into force simultaneously with the Panama Canal Treaty, six calendar months from the date of the exchange of the instruments of ratification;

The instruments of ratification of the Neutrality Treaty were delivered at Panama on June 16, 1978, with the exchange of the instruments of ratification effective on April 1, 1979, and accordingly the Neutrality Treaty, subject to the said amendments, conditions, reservations and understandings, enters into force on October 1, 1979;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Neutrality Treaty, subject to the said amendments, conditions, reservations and understandings, to the end that it shall be observed and fulfilled with good faith on and after October 1, 1979, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington
this twenty-fourth day of
September in the year of
our Lord one thousand
nine hundred seventy-nine
and of the Independence
of the United States of
America the two hundred
fourth.

[SEAL]

By the President:

Warren Christopher [1]
Acting Secretary of State

Jimmy Carter [2]

[1] Warren Christopher.
[2] Jimmy Carter.

TREATY CONCERNING THE PERMANENT NEUTRALITY AND OPERATION OF THE PANAMA CANAL

The United States of America and the Republic of Panama have agreed upon the following:

ARTICLE I

The Republic of Panama declares that the Canal, as an international transit waterway, shall be permanently neutral in accordance with the regime established in this Treaty. The same regime of neutrality shall apply to any other international waterway that may be built either partially or wholly in the territory of the Republic of Panama.

ARTICLE II

The Republic of Panama declares the neutrality of the Canal in order that both in time of peace and in time of war it shall remain secure and open to peaceful transit by the vessels of all nations on terms of entire equality, so that there will be no discrimination against any nation, or its citizens or subjects, concerning the conditions or charges of transit, or for any other reason, and so that the Canal, and therefore the Isthmus of Panama, shall not be the target of reprisals in any armed conflict between other nations of the world. The foregoing shall be subject to the following requirements:

(a) Payment of tolls and other charges for transit and ancillary services, provided they have been fixed in conformity with the provisions of Article III (c);

(b) Compliance with applicable rules and regulations, provided such rules and regulations are applied in conformity with the provisions of Article III;

(c) The requirement that transiting vessels commit no acts of hostility while in the Canal; and

(d) Such other conditions and restrictions as are established by this Treaty.

ARTICLE III

1. For purposes of the security, efficiency and proper maintenance of the Canal the following rules shall apply:

(a) The Canal shall be operated efficiently in accordance with conditions of transit through the Canal, and rules and regulations that shall be just, equitable and reasonable, and limited to those necessary for safe navigation and efficient, sanitary operation of the Canal;

(b) Ancillary services necessary for transit through the Canal shall be provided;

(c) Tolls and other charges for transit and ancillary services shall be just, reasonable, equitable and consistent with the principles of international law;

(d) As a pre-condition of transit, vessels may be required to establish clearly the financial responsibility and guarantees for payment of reasonable and adequate indemnification, consistent with international practice and standards, for damages resulting from acts or omissions of such vessels when passing through the Canal. In the case of vessels owned or operated by a

State or for which it has acknowledged responsibility, a certification by that State that it shall observe its obligations under international law to pay for damages resulting from the act or omission of such vessels when passing through the Canal shall be deemed sufficient to establish such financial responsibility;

(e) Vessels of war and auxiliary vessels of all nations shall at all times be entitled to transit the Canal, irrespective of their internal operation, means of propulsion, origin, destination or armament, without being subjected, as a condition of transit, to inspection, search or surveillance. However, such vessels may be required to certify that they have complied with all applicable health, sanitation and quarantine regulations. In addition, such vessels shall be entitled to refuse to disclose their internal operation, origin, armament, cargo or destination. However, auxiliary vessels may be required to present written assurances, certified by an official at a high level of the government of the State requesting the exemption, that they are owned or operated by that government and in this case are being used only on government non-commercial service.

2. For the purposes of this Treaty, the terms "Canal," "vessel of war," "auxiliary vessel," "internal operation," "armament" and "inspection" shall have the meanings assigned them in Annex A to this Treaty.

ARTICLE IV

The United States of America and the Republic of Panama agree to maintain the regime of neutrality established in this Treaty, which shall be maintained in order that the Canal shall remain permanently neutral, notwithstanding the termination of any other treaties entered into by the two Contracting Parties.[1]

ARTICLE V

After the termination of the Panama Canal Treaty,[2] only the Republic of Panama shall operate the Canal and maintain military forces, defense sites and military installations within its national territory.

ARTICLE VI

1. In recognition of the important contributions of the United States of America and of the Republic of Panama to the construction, operation, maintenance, and protection and defense of the Canal, vessels of war and auxiliary vessels of those nations shall, notwithstanding any other provisions of this Treaty, be entitled to transit the Canal irrespective of their internal operation, means of propulsion, origin, destination, armament or cargo carried. Such vessels of war and auxiliary vessels will be entitled to transit the Canal expeditiously.[3]

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[1] Amended pursuant to Senate resolution advising ratification. See pp. 3 and 32.
[2] TIAS 10030; *post*, p. 39.
[3] Amended pursuant to Senate resolution advising ratification. See pp. 4 and 32.

2. The United States of America, so long as it has responsibility for the operation of the Canal, may continue to provide the Republic of Colombia toll-free transit through the Canal for its troops, vessels and materials of war. Thereafter, the Republic of Panama may provide the Republic of Colombia and the Republic of Costa Rica with the right of toll-free transit.

ARTICLE VII

1. The United States of America and the Republic of Panama shall jointly sponsor a resolution in the Organization of American States opening to accession by all States of the world the Protocol to this Treaty whereby all the signatories will adhere to the objectives of this Treaty, agreeing to respect the regime of neutrality set forth herein.

2. The Organization of American States shall act as the depositary for this Treaty and related instruments.

ARTICLE VIII

This Treaty shall be subject to ratification in accordance with the constitutional procedures of the two Parties. The instruments of ratification of this Treaty shall be exchanged at Panama at the same time as the instruments of ratification of the Panama Canal Treaty, signed this date, are exchanged. This Treaty shall enter into force, simultaneously with the Panama Canal Treaty, six calendar months from the date of the exchange of the instruments of ratification.[1]

[1] Oct. 1, 1979.

TRATADO CONCERNIENTE A LA NEUTRALIDAD PERMANENTE
DEL CANAL Y AL FUNCIONAMIENTO DEL CANAL DE PANAMA

Los Estados Unidos de América, y La República de Panamá han acordado lo siguiente:

ARTICULO I

La República de Panamá declara que el Canal en cuanto vía acuática de tránsito internacional será permanentemente neutral conforme al régimen estipulado en este tratado. El mismo régimen de neutralidad se aplicará a cualquier otra vía acuática internacional que se construya total o parcialmente en territorio panameño.

ARTICULO II

Panamá declara la neutralidad del Canal para que, tanto en tiempo de paz como en tiempo de guerra, éste permanezca seguro y abierto para el tránsito pacífico de las naves de todas las naciones en términos de entera igualdad, de modo que no haya contra ninguna nación ni sus ciudadanos o súbditos discriminación concerniente a las condiciones o costes del tránsito ni por cualquier otro motivo y para que el Canal y consecuentemente el Istmo de Panamá, no sea objetivo de represalias en ningún conflicto bélico entre otras naciones del mundo. Lo anterior quedará sujeto a los siguientes requisitos:

(a) Al pago de peajes u otros derechos por el tránsito y servicios conexos, siempre que fueren fijados según lo estipulado en el artículo III, literal (c);

(b) Al cumplimiento de los reglamentos pertinentes, siempre que los mismos fueren aplicados según las estipulaciones del artículo III;

(c) A que las naves en tránsito no cometan actos de hostilidad mientras estuvieren en el Canal,

(d) Al cumplimiento de otras condiciones y restricciones establecidas en este tratado.

ARTICULO III

1. Para los fines de la seguridad, eficiencia y mantenimiento apropiado del Canal, se aplicarán las siguientes reglas:

(a) El Canal será manejado eficientemente de acuerdo con las condiciones del tránsito a través del Canal y de los reglamentos que serán justos, equitativos y razonables y limitados a los necesarios para la navegación segura y el funcionamiento eficiente y sanitario del Canal;

(b) Se proveerán los servicios conexos necesarios para el tránsito por el Canal;

(c) Los peajes y otros derechos por servicio de tránsito y conexos serán justos, razonables, equitativos y consistentes con los principios del Derecho Internacional;

(d) Podrá requerirse de las naves como condición previa para el tránsito que establezcan claramente la responsabilidad financiera y las garantías para el pago de indemnización razonable y adecuada, consistente con las normas y prácticas internacionales, por los daños resultantes de actos u omisiones de esas naves al pasar por el Canal. En el caso de naves pertenecientes a un Estado u operadas por éste o por las cuales dicho Estado hubiere aceptado responsabilidad, bastará

para asegurar dicha responsabilidad financiera una certificación del respectivo Estado en el sentido de que cumplirá sus obligaciones de pagar conforme al Derecho Internacional, los daños resultantes de la acción u omisión de dichas naves durante su paso por el Canal;

(e) Las naves de guerra y naves auxiliares de todas las naciones tendrán en todo tiempo el derecho de transitar por el Canal, independientemente de su funcionamiento interno, medios de propulsión, origen, destino o armamento, sin ser sometidas como condición del tránsito, a inspección, registro o vigilancia. No obstante podrá exigirse a dichas naves que certifiquen haber cumplido con todos los reglamentos aplicables sobre salud, sanidad y cuarentena. Además, dichas naves tendrán derecho de negarse a revelar su funcionamiento interno, origen, armamento, carga o destino. No obstante, se podrá exigir a las naves auxiliares la presentación de garantía escrita, certificada por un funcionario de alta jerarquía del Gobierno del Estado que solicitase la exención, de que tales naves pertenecen a dicho Estado o son operadas por él y que en ese caso son utilizadas solo para un servicio oficial no comercial.

2. Para los fines de este tratado, los términos Canal, Naves de Guerra, Naves Auxiliares, Funcionamiento Interno, Armamento e Inspección, tendrán los significados que se le asignen en el Anexo A de este tratado.

ARTICULO IV

Los Estados Unidos de América y la República de Panamá convienen en mantener el régimen de neutralidad establecido en el presente tratado el cual será mantenido a efecto de que el Canal permanezca permanentemente neutral, no obstante la terminación de cualesquiera otros tratados ce-

lebrados por las dos partes Contratantes.

ARTICULO V

Después de la terminación del Tratado del Canal de Panamá, sólo la República de Panamá manejará el Canal y mantendrá fuerzas militares, sitios de defensa e instalaciones militares dentro su territorio nacional.

ARTICULO VI

1. En reconocimiento de las importantes contribuciones de los Estados Unidos de América y de la República de Panamá a la construcción, funcionamiento, mantenimiento, protección y defensa del Canal, las naves de guerra y las naves auxiliares de estas naciones, no obstante otras estipulaciones de este tratado, tendrán el derecho de transitar el Canal independientemente de su funcionamiento interno, medio de propulsión, origen, destino, armamento o carga. Dichas naves de guerra y naves auxiliares tendrán derecho de transitar el Canal de modo expedito.

2. Mientras los Estados Unidos de América tengan la responsabilidad por el funcionamiento del Canal, podrán continuar otorgando a la República de Colombia, libre de peajes, el tránsito por el Canal de sus tropas, naves y materiales de guerra. Posteriormente la República de Panamá podrá otorgar a las Repúblicas de Colombia y Costa Rica el derecho de tránsito libre de peajes.

ARTICULO VII

1. Los Estados Unidos de América y la República de Panamá copatroci-

narán en la Organización de los Estados Americanos una resolución que abra a la adhesión de todos los Estados del mundo el Protocolo de este tratado, mediante el cual los firmantes adherirán a los objetivos del presente tratado, conviniendo en respetar el régimen de neutralidad establecido en el mismo.

2. La Organización de los Estados Americanos servirá como depositaria de este tratado y de los instrumentos pertinentes al mismo.

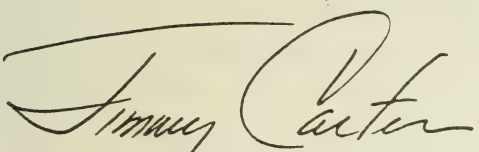
ARTICULO VIII

Este tratado está sujeto a ratificación de conformidad con los procedimientos constitucionales de ambas Partes. Los instrumentos de ratificación serán canjeados en Panamá al mismo tiempo que los instrumentos de ratificación del Tratado del Canal de Panamá, suscrito en esta fecha. Este tratado entrará en vigor simultáneamente con el Tratado del Canal de Panamá, seis meses calendarios contados a partir de la fecha del canje de los instrumentos de ratificación.

DONE at Washington, this 7th day of September, 1977, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FIRMADO en Washington, a los 7 días de septiembre de 1977, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:



President of the
United States of America

Presidente de los
Estados Unidos de América

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:

[1]

Head of Government of the
Republic of Panama

Jefe de Gobierno de la
República de Panamá

[1] Omar Torrijos Herrera.

ANNEX A

1. "Canal" includes the existing Panama Canal, the entrances thereto and the territorial seas of the Republic of Panama adjacent thereto, as defined on the map annexed hereto (Annex B), and any other inter-oceanic waterway in which the United States of America is a participant or in which the United States of America has participated in connection with the construction or financing, that may be operated wholly or partially within the territory of the Republic of Panama, the entrances thereto and the territorial seas adjacent thereto.

2. "Vessel of war" means a ship belonging to the naval forces of a State, and bearing the external marks distinguishing warships of its nationality, under the command of an officer duly commissioned by the government and whose name appears in the Navy List, and manned by a crew which is under regular naval discipline.

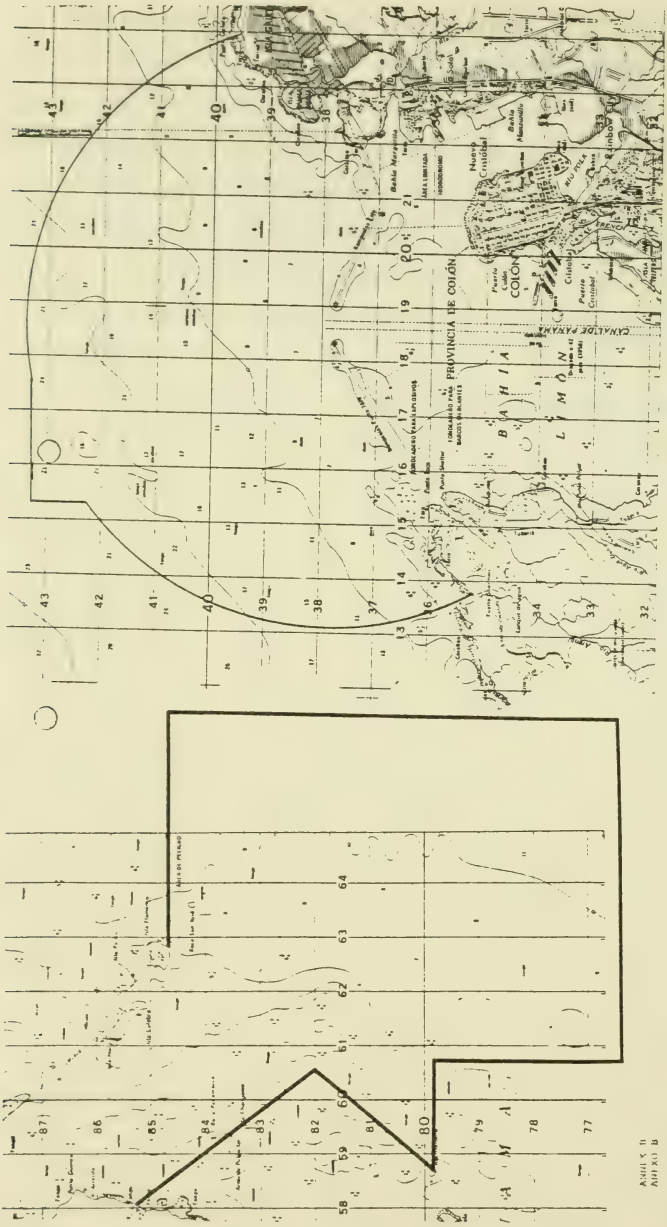
3. "Auxiliary vessel" means any ship, not a vessel of war, that is owned or operated by a State and used, for the time being, exclusively on government non-commercial service.

4. "Internal operation" encompasses all machinery and propulsion systems, as well as the management and control of the vessel, including its crew. It does not include the measures necessary to transit vessels under the control of pilots while such vessels are in the Canal.

5. "Armament" means arms, ammunitions, implements of war and other equipment of a vessel which possesses characteristics appropriate for use for warlike purposes.

6. "Inspection" includes on-board examination of vessel structure, cargo, armament and internal operation. It does not include those measures strictly necessary for admeasurement, nor those measures strictly necessary to assure safe, sanitary transit and navigation, including examination of deck and visual navigation equipment, nor in the case of live cargoes, such as cattle or other livestock, that may carry communicable diseases, those measures necessary to assure that health and sanitation requirements are satisfied.

ANNEX B



MAP ATTACHMENT TO ANNEX "A" OF TREATY CONCERNING THE PERMANENT NEUTRALITY AND OPERATION OF THE PANAMA CANAL

MAPA ADJUNTO AL ANEXO A DEL TRATADO CONCERNIENTE A LA NEUTRALIDAD PERMANENTE DEL CANAL Y AL FUNCIONAMIENTO DEL CANAL DE PANAMA

ANEXO A

1. Canal: el término Canal, usado en todo el texto, incluye el Canal de Panamá existente, sus entradas y los mares territoriales de la República de Panamá adyacentes al él, según aparece en el mapa adjunto (Anexo B) y cualquier otra vía interoceánica que pueda ser manejada total o parcialmente dentro del territorio de la República de Panamá, sus entradas y los mares territoriales adyacentes a la misma en cuya construcción o financiamiento participen o hubieren participado los Estados Unidos de América.

2. Naves de guerra: el término nave de guerra, usado en todo el texto, define a una nave perteneciente a las fuerzas navales de un Estado que porte las insignias exteriores distintivas de los buques de guerra de esa nacionalidad, bajo el comando de un oficial debidamente comisionado por el gobierno e inscrito en la Lista Naval, y operada por una tripulación bajo disciplina naval regular.

3. Nave Auxiliar: el término nave auxiliar, usado en todo el texto, define a cualquier nave que no fuere nave de guerra, de propiedad de un Estado u operado por él y utilizada, en ese momento solamente en servicio no comercial del gobierno.

4. Operación interna: el término operación interna, usado en todo el texto, define a toda la maquinaria y los sistemas de propulsión, al igual que el manejo y control de la nave incluso su tripulación. Sin embargo, no incluye las medidas necesarias para el tránsito de las naves bajo el control de pilotos cuando dichas naves se encontrasen en el Canal.

5. Armamento: el término armamento, usado en todo el texto, define a las armas, municiones, instrumentos de guerra y cualquier otro equipo de una nave que posea las características apropiadas para su uso con fines bélicos.

6. Inspección: el término inspección, usado en todo el texto, incluye el examen a bordo de la estructura de la nave, la carga, el armamento y el funcionamiento interno. No incluye las medidas estrictamente necesarias para el arqueo, ni medidas estrictamente necesarias para asegurar el tránsito y la navegación segura y sanitaria, incluso el examen del equipo de cubierta y de navegación visual. Tampoco incluye, en el caso de cargas vivas, como el ganado y otros animales que puedan ser portadores de enfermedades contagiosas, las medidas necesarias para asegurar que se han cumplido los requisitos de salud y de sanidad.

ANEXO B [1]

[1] See p. 24.

PROTOCOL TO THE TREATY CONCERNING THE
PERMANENT NEUTRALITY AND OPERATION OF
THE PANAMA CANAL

Whereas the maintenance of the neutrality of the Panama Canal is important not only to the commerce and security of the United States of America and the Republic of Panama, but to the peace and security of the Western Hemisphere and to the interests of world commerce as well;

Whereas the regime of neutrality which the United States of America and the Republic of Panama have agreed to maintain will ensure permanent access to the Canal by vessels of all nations on the basis of entire equality;

Whereas the said regime of effective neutrality shall constitute the best protection for the Canal and shall ensure the absence of any hostile act against it;

The Contracting Parties to this Protocol have agreed upon the following:

73-634 O - 88 - 2

ARTICLE I

The Contracting Parties hereby acknowledge the regime of permanent neutrality for the Canal established in the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal and associate themselves with its objectives.

ARTICLE II

The Contracting Parties agree to observe and respect the regime of permanent neutrality of the Canal in time of war as in time of peace, and to ensure that vessels of their registry strictly observe the applicable rules.

ARTICLE III

This Protocol shall be open to accession by all states of the world, and shall enter into force for each State at the time of deposit of its instrument of accession with the Secretary General of the Organization of American States.

PROTOCOLO AL TRATADO RELATIVO A LA NEUTRALIDAD PERMANENTE Y AL FUNCIONAMIENTO DEL CANAL DE PANAMA

Por cuanto el mantenimiento de la neutralidad del Canal de Panamá es importante no sólo para el comercio y la seguridad de la República de Panamá y de los Estados Unidos de América, sino también para la paz y seguridad del Hemisferio Occidental, e igualmente para los intereses del comercio mundial;

Por cuanto el régimen de neutralidad que han acordado mantener la República de Panamá y los Estados Unidos de América asegurará permanentemente el acceso al Canal de las naves de todas las naciones sobre una base de entera igualdad;

Por cuanto el referido régimen de efectiva neutralidad constituirá la mejor protección para el Canal y garantizará la ausencia de todo acto hostil al mismo,

Las Partes Contratantes de este Protocolo han acordado lo siguiente:

ARTICULO I

Las Partes Contratantes, por este medio, reconocen el régimen de neutralidad permanente del Canal establecido por el Tratado Relativo a la Neutralidad Permanente y al Funcionamiento del Canal de Panamá y adhieren a sus objetivos.

ARTICULO II

Las Partes Contratantes acuerdan observar y respetar el régimen de neutralidad permanente del Canal tanto en tiempo de paz como en tiempo de guerra, y asegurar que las naves de su registro cumplan estrictamente las reglas aplicables.

ARTICULO III

Este Protocolo estará abierto a la adhesión de todos los Estados del mundo y entrará en vigor para cada Estado desde el momento del depósito de su instrumento de adhesión en la Secretaría General de la Organización de Estados Americanos.

PROTOCOL OF EXCHANGE OF INSTRUMENTS OF RATIFICATION
REGARDING THE TREATY CONCERNING THE PERMANENT NEUTRALITY
AND OPERATION OF THE PANAMA CANAL
AND THE PANAMA CANAL TREATY

The undersigned, Jimmy Carter, President of the United States of America, and Omar Torrijos Herrera, Head of Government of the Republic of Panama, in the exercise of their respective constitutional authorities, have met for the purpose of delivering to each other the instruments of ratification of their respective governments of the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal and of the Panama Canal Treaty (the "Treaties").

The respective instruments of ratification of the Treaties have been carefully compared and found to be in due form. Delivery of the respective instruments took place this day, it being understood and agreed by the United States of America and the Republic of Panama that, unless the Parties otherwise agree through an exchange of Notes in conformity with the resolution of the Senate of the United States of America of April 18, 1978, the exchange of the instruments of ratification shall be effective on April 1, 1979, and the date of the exchange of the instruments of ratification for the purposes of Article VIII of the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal and Article II of the Panama Canal Treaty shall therefore be April 1, 1979.

The ratifications by the Government of the United States of America of the Treaties recite in their entirety the amendments, conditions, reservations and understandings contained in the resolution of March 16, 1978, of the Senate of the United States of America advising and consenting to ratification of the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal, and the reservations and understandings contained in the resolution of April 18, 1978, of the Senate of the United States of America advising and consenting to ratification of the Panama Canal Treaty.

Said amendments, conditions, reservations and understandings have been communicated by the Government of the United States of America to the Government of the Republic of Panama. Both governments agree that the Treaties, upon entry into force in accordance with their provisions, will be applied in accordance with the above-mentioned amendments, conditions, reservations and understandings.

Pursuant to the resolution of the Senate of the United States of America of March 16, 1978, the following text contained in the instrument of ratification of the United States of America of the

Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal and agreed upon by both governments is repeated herewith:

"Nothing in the Treaty shall preclude the Republic of Panama and the United States of America from making, in accordance with their respective constitutional processes, any agreement or arrangement between the two countries to facilitate performance at any time after December 31, 1999, of their responsibilities to maintain the regime of neutrality established in the Treaty, including agreements or arrangements for the stationing of any United States military forces or the maintenance of defense sites after that date in the Republic of Panama that the Republic of Panama and the United States of America may deem necessary or appropriate.".

The Republic of Panama agrees to the exchange of the instruments of ratification of the Panama Canal Treaty and of the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal on the understanding that there are positive rules of public international law contained in multilateral treaties to which both the Republic of Panama and the United States of America are Parties and which consequently both States are bound to implement in good faith, such as Article 1, paragraph 2 and Article 2, paragraph 4 of the Charter of the United Nations,[1] and Articles 18 and 20 of the Charter of the Organization of American States.[2]

It is also the understanding of the Republic of Panama that the actions which either Party may take in the exercise of its rights and the fulfillment of its duties in accordance with the aforesaid Panama Canal Treaty and the Treaty Concerning the Permanent Neutrality and Operation of the Panama

[1] TS 993; 59 Stat. 1037.
[2] TIAS 2361; 2 UST 2420.

Canal, including measures to reopen the Canal or to restore its normal operation, if it should be interrupted or obstructed, will be effected in a manner consistent with the principles of mutual respect and cooperation on which the new relationship established by those Treaties is based.

IN WITNESS THEREOF, the respective Plenipotentiaries have signed this Protocol of Exchange at Panama, in duplicate, in the English and Spanish languages on this sixteenth day of June, 1978, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Jimmy Carter

FOR THE REPUBLIC OF PANAMA:

PROTOCOLO DEL CANJE DE INSTRUMENTOS DE RATIFICACION RELATIVO AL TRATADO CONCERNIENTE A LA NEUTRALIDAD PERMANENTE DEL CANAL Y AL FUNCIONAMIENTO DEL CANAL DE PANAMA Y AL TRATADO DEL CANAL DE PANAMA

Los suscritos, Jimmy Carter, Presidente de los Estados Unidos de América, y Omar Torrijos Herrera, Jefe de Gobierno de la República de Panamá, en ejercicio de sus respectivas facultades constitucionales, se han reunido con el fin de entregarse recíprocamente los Instrumentos de Ratificación de cada uno de sus Gobiernos, pertinentes al Tratado Concerniente a la Neutralidad Permanente del Canal y al Funcionamiento del Canal de Panamá y al Tratado del Canal de Panamá (los Tratados).

Los respectivos Instrumentos de Ratificación de los Tratados han sido cuidadosamente cotejados y encontrados en forma debida. La entrega de los instrumentos respectivos se realizó hoy, siendo entendido y acordado por los Estados Unidos de América y la República de Panamá que, a menos que las Partes convengan lo contrario mediante un canje de notas, de conformidad con la resolución del Senado de los Estados Unidos de América del 18 de abril de 1978, el canje de los Instrumentos de Ratificación surtirá sus efectos a partir del 1° de abril de 1979 y la fecha del canje de los Instrumentos de Ratificación, para los fines del artículo VIII del Tratado Concerniente a la Neutralidad Permanente del Canal y al Funcionamiento del Canal de Panamá y del artículo II del Tratado del Canal de Panamá será por tanto el 1° de abril de 1979.

Las ratificaciones de los Tratados por el Gobierno de los Estados Unidos de América contienen íntegramente las enmiendas, condiciones, reservas y entendimientos indicados en la Resolución del 16 de marzo de 1978 aprobada por el Senado de los Estados Unidos de América en la cual se dio el consejo y consentimiento a la ratificación del Tratado Concerniente a la Neutralidad Permanente del Canal y al Funcionamiento del Canal de Panamá y las reservas y entendimientos incluidos en la Resolución del 18 de abril de 1978 aprobada por el Senado de los Estados Unidos de América en la cual dio su consejo y consentimiento a la ratificación del Tratado del Canal de Panamá.

Dichas enmiendas, condiciones, reservas y entendimientos fueron comunicados por el Gobierno de los Estados Unidos de

América al Gobierno de la República de Panamá. Ambos Gobiernos convienen en que los Tratados, al entrar en vigor de acuerdo con sus estipulaciones, serán aplicados de conformidad con las enmiendas, condiciones, reservas y entendimientos antes mencionados.

De conformidad con la Resolución del Senado de los Estados Unidos de América del 16 de marzo de 1978, se repite el siguiente texto contenido en los Instrumentos de Ratificación de los Estados Unidos de América del Tratado Concerniente a la Neutralidad Permanente del Canal y al Funcionamiento del Canal de Panamá y convenido por ambos Gobiernos:

"Nada en este Tratado impedirá a la República de Panamá ni a los Estados Unidos de América de acuerdo con sus respectivos procesos constitucionales, concertar cualquier acuerdo o arreglo entre los dos países para facilitar, en cualquier momento después del 31 de diciembre de 1999, el cumplimiento de sus responsabilidades para mantener el régimen de neutralidad establecido en el Tratado, incluyendo acuerdos o arreglos para el estacionamiento de cualesquiera fuerzas militares estadounidenses o el mantenimiento en la República de Panamá de sitios de defensa con posterioridad a dicha fecha, que la República de Panamá y los Estados de América puedan considerar necesarios o apropiados."

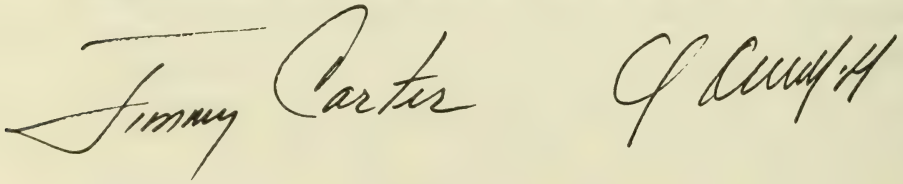
La República de Panamá accede al canje de los Instrumentos de Ratificación del Tratado del Canal de Panamá y del Tratado Concerniente a la Neutralidad Permanente del Canal y al Funcionamiento del Canal de Panamá en la inteligencia de que hay normas positivas de Derecho Internacional Público contenidas en tratados multilaterales de los cuales son

Partes tanto la República de Panamá como los Estados Unidos de América y que, en consecuencia, obligan a ambos Estados a cumplirlas de buena fe, tales como los artículos 1, parágrafo 2, y 2, parágrafo 4, de la Carta de la Organización de las Naciones Unidas y los artículos 18 y 20 de la Carta de la Organización de los Estados Americanos.

Es también el entendimiento de la República de Panamá que las acciones que cada Parte pueda tomar en ejercicio de sus derechos y el cumplimiento de sus deberes según el Tratado del Canal de Panamá y el Tratado Concerniente a la Neutralidad Permanente del Canal y al Funcionamiento del Canal de Panamá, incluidas las medidas para reabrir el Canal o restablecer su funcionamiento normal, si fuere interrumpido u obstaculizado, se efectuarán de modo consecuente con los principios de mutuo respeto y cooperación en que se basa la nueva relación establecida mediante dichos Tratados.

EN TESTIMONIO DE LO CUAL, los Plenipotenciarios respectivos han firmado este Protocolo de Canje, en Panamá, en duplicado, en los idiomas inglés y español, hoy dieciseis de junio de 1978, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA: POR LA REPUBLICA DE PANAMA:



PANAMA

Panama Canal Treaty

Signed at Washington September 7, 1977;
Transmitted by the President of the United States of America to the Senate September 16, 1977 (S. Ex. N, 95th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations February 3, 1978 (S. Ex. Rept. No. 95–12, 95th Cong., 2d Sess.);
Advice and consent to ratification by the Senate April 18, 1978 subject to reservations and understandings;
Ratified by the President June 15, 1978 subject to said reservations and understandings;
Ratified by Panama June 16, 1978;
Ratifications exchanged with protocol [1] *signed at Panama June 16, 1978; effective April 1, 1979;*
Proclaimed by the President September 24, 1979;
Entered into force October 1, 1979;
With agreed minute and related letter.

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[1] For protocol, see TIAS 10029.

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[Added by the Department of State]

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Panama Canal Treaty was signed at Washington on September 7, 1977, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of April 18, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty, subject to the following:

(a) RESERVATIONS:

(1) Pursuant to its adherence to the principle of non-intervention, any action taken by the United States of America in the exercise of its rights to assure that the Panama Canal shall remain open, neutral, secure, and accessible, pursuant to the provisions of the Panama Canal Treaty, the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal, and the resolutions of ratification thereto, shall be only for the purpose of assuring that the Canal shall remain open, neutral, secure, and accessible, and shall not have as its purpose or be interpreted as a right of intervention in the internal affairs of the Republic of Panama or interference with its political independence or sovereign integrity.

(2) The instruments of ratification of the Panama Canal Treaty to be exchanged by the United States of America and the Republic of Panama shall each include provisions whereby each Party agrees to waive its rights and release the other Party from its obligations under paragraph 2 of Article XII of the Treaty.

(3) Notwithstanding any provision of the Treaty, no funds may be drawn from the Treasury of the United States of America for payments under paragraph 4 of Article XIII without statutory authorization.

(4) Any accumulated unpaid balance under paragraph 4(c) of Article XIII of the Treaty at the date of termination of the Treaty shall be payable only to the extent of any operating surplus in the last year of the duration of the Treaty, and nothing in such paragraph may be construed as obligating the United States of America to pay, after the date of the termination of the Treaty, any such unpaid balance which shall have accrued before such date.

(5) Exchange of the instruments of ratification of the Panama Canal Treaty and of the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal shall not be effective earlier than March 31, 1979, and such Treaties shall not enter into force prior to October 1, 1979, unless legislation necessary to implement the provisions of the Panama Canal Treaty shall have been enacted by the Congress of the United States of America before March 31, 1979.

(6) After the date of entry into force of the Treaty, the Panama Canal Commission shall, unless otherwise provided by legislation enacted by the Congress of the United States of America, be obligated to reimburse the Treasury of the United States of America, as nearly as possible, for the interest cost of the funds or other assets directly invested in the Commission by the Government of the United States of America and for the interest cost of the funds or other

assets directly invested in the predecessor Panama Canal Company by the Government of the United States of America and not reimbursed before the date of entry into force of the Treaty. Such reimbursement for such interest costs shall be made at a rate determined by the Secretary of the Treasury of the United States of America and at annual intervals to the extent earned, and if not earned, shall be made from subsequent earnings. For purposes of this reservation, the phrase "funds or other assets directly invested" shall have the same meaning as the phrase "net direct investment" has under section 62 of title 2 of the Canal Zone Code.

(b) UNDERSTANDINGS:

(1) Before the first day of the three-year period beginning on the date of entry into force of the Treaty and before each three-year period following thereafter, the two Parties shall agree upon the specific levels and quality of services, as are referred to in paragraph 5 of Article III of the Treaty, to be provided during the following three-year period and, except for the first three-year period, on the reimbursement to be made for the costs of such services, such services to be limited to such as are essential to the effective functioning of the Canal operating areas and the housing areas referred to in paragraph 5 of Article III. If payments made under paragraph 5 of Article III for the preceding three-year period, including the initial three-year period, exceed or are less than the actual costs to the Republic of Panama for supplying, during such period, the specific levels and

quality of services agreed upon, then the Panama Canal Commission shall deduct from or add to the payment required to be made to the Republic of Panama for each of the following three years one-third of such excess or deficit, as the case may be. There shall be an independent and binding audit, conducted by an auditor mutually selected by both Parties, of any costs of services disputed by the two Parties pursuant to the reexamination of such costs provided for in this understanding.

(2) Nothing in paragraph 3, 4, or 5 of Article IV of the Treaty may be construed to limit either the provisions of the first paragraph of Article IV providing that each Party shall act, in accordance with its constitutional processes, to meet danger threatening the security of the Panama Canal, or the provisions of paragraph 2 of Article IV providing that the United States of America shall have primary responsibility to protect and defend the Canal for the duration of the Treaty.

(3) Nothing in paragraph 4(c) of Article XIII of the Treaty shall be construed to limit the authority of the United States of America, through the United States Government agency called the Panama Canal Commission, to make such financial decisions and incur such expenses as are reasonable and necessary for the management, operation, and maintenance of the Panama Canal. In addition, toll rates established pursuant to paragraph 2(d) of Article III need not be set at levels designed to produce revenues to cover the payment to the Republic of Panama described in paragraph 4(c) of Article XIII.

(4) Any agreement concluded pursuant to paragraph 11 of Article IX of the Treaty with respect to the transfer of prisoners shall be concluded in accordance with the constitutional processes of both Parties.

(5) Nothing in the Treaty, in the Annex or Agreed Minute relating to the Treaty, or in any other agreement relating to the Treaty obligates the United States of America to provide any economic assistance, military grant assistance, security supporting assistance, foreign military sales credits, or international military education and training to the Republic of Panama.

(6) The President shall include all reservations and understandings incorporated by the Senate in this resolution of ratification in the instrument of ratification to be exchanged with the Government of the Republic of Panama.

The Treaty was ratified by the President of the United States of America on June 15, 1978, subject to the said reservations and understandings, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of Panama on June 16, 1978;

It is provided in Article II of the Treaty that the Treaty shall enter into force simultaneously with the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal, six calendar months from the date of the exchange of the instruments of ratification

The instruments of ratification of the Treaty were delivered at Panama on June 16, 1978, with the exchange of the instruments of ratification effective on April 1, 1979, and accordingly the Treaty, subject to the said reservations and understandings, enters into force on October 1, 1979;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, subject to the said reservations and understandings, to the end that it shall be observed and fulfilled with good faith on and after October 1, 1979, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fourth day of September in the year of our Lord one thousand nine hundred seventy-nine and of the Independence of the United States of America the two hundred fourth.

[SEAL]

By the President:

Warren Christopher [1]
Acting Secretary of State

Jimmy Carter [2]

[1] Warren Christopher.
[2] Jimmy Carter.

PANAMA CANAL TREATY

The United States of America and the Republic of Panama,

Acting in the spirit of the Joint Declaration of April 3, 1964,[1] by the Representatives of the Governments of the United States of America and the Republic of Panama, and of the Joint Statement of Principles of February 7, 1974,[2] initialed by the Secretary of State of the United States of America and the Foreign Minister of the Republic of Panama, and

Acknowledging the Republic of Panama's sovereignty over its territory,

Have decided to terminate the prior Treaties pertaining to the Panama Canal and to conclude a new Treaty to serve as the basis for a new relationship between them and, accordingly, have agreed upon the following:

[1] *Department of State Bulletin*, Apr. 27, 1964, p. 656.
[2] *Department of State Bulletin*, Feb. 27, 1974, p. 184.

ARTICLE I

Abrogation of Prior Treaties and Establishment of a New Relationship

1. Upon its entry into force, this Treaty terminates and supersedes:

(a) The Isthmian Canal Convention between the United States of America and the Republic of Panama, signed at Washington, November 18, 1903;[1]

(b) The Treaty of Friendship and Cooperation signed at Washington, March 2, 1936,[2] and the Treaty of Mutual Understanding and Cooperation and the related Memorandum of Understandings Reached, signed at Panama, January 25, 1955,[3] between the United States of America and the Republic of Panama;

(c) All other treaties, conventions, agreements and exchanges of notes between the United States of America and the Republic of Panama, concerning the Panama Canal which were in force prior to the entry into force of this Treaty;[4] and

(d) Provisions concerning the Panama Canal which appear in other treaties, conventions, agreements and exchanges of notes between the United States of America and the Republic of Panama which were in force prior to the entry into force of this Treaty.

2. In accordance with the terms of this Treaty and related agreements, the Republic of Panama, as territorial sovereign, grants to the United States of America, for the duration of this Treaty, the rights

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[1] TS 431; 33 Stat. 2234; 10 Bevans 663.
[2] TS 945; 55 Stat. 1807; 10 Bevans 742.
[3] TIAS 3297; 6 UST 3297.
[4] See agreed minute, para. 1.

necessary to regulate the transit of ships through the Panama Canal, and to manage, operate, maintain, improve, protect and defend the Canal. The Republic of Panama guarantees to the United States of America the peaceful use of the land and water areas which it has been granted the rights to use for such purposes pursuant to this Treaty and related agreements.

3. The Republic of Panama shall participate increasingly in the management and protection and defense of the Canal, as provided in this Treaty.

4. In view of the special relationship established by this Treaty, the United States of America and the Republic of Panama shall cooperate to assure the uninterrupted and efficient operation of the Panama Canal.

ARTICLE II

Ratification, Entry into Force, and Termination

1. This Treaty shall be subject to ratification in accordance with the constitutional procedures of the two Parties. The instruments of ratification of this Treaty shall be exchanged at Panama at the same time as the instruments of ratification of the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal,[1] signed this date, are exchanged. This Treaty shall enter into force, simultaneously with the Treaty Concerning the Permanent Neutrality and Operation of the Panama Canal, six calendar months

[1] TIAS 10029; *ante*, p. 1.

from the date of the exchange of the instruments of ratification.[1]

2. This Treaty shall terminate at noon, Panama time, December 31, 1999.

ARTICLE III

Canal Operation and Management

1. The Republic of Panama, as territorial sovereign, grants to the United States of America the rights to manage, operate, and maintain the Panama Canal, its complementary works, installations and equipment and to provide for the orderly transit of vessels through the Panama Canal. The United States of America accepts the grant of such rights and undertakes to exercise them in accordance with this Treaty and related agreements.

2. In carrying out the foregoing responsibilities, the United States of America may:

(a) Use for the aforementioned purposes, without cost except as provided in this Treaty, the various installations and areas (including the Panama Canal) and waters, described in the Agreement in Implementation of this Article,[2] signed this date, as well as such other areas and installations as are made available to the United States of America under this Treaty and related agreements, and take the measures necessary to ensure sanitation of such areas;

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[1] Oct. 1, 1979.
[2] TIAS 10031; *post*, p. 141.

(b) Make such improvements and alterations to the aforesaid installations and areas as it deems appropriate, consistent with the terms of this Treaty;

(c) Make and enforce all rules pertaining to the passage of vessels through the Canal and other rules with respect to navigation and maritime matters, in accordance with this Treaty and related agreements. The Republic of Panama will lend its cooperation, when necessary, in the enforcement of such rules;

(d) Establish, modify, collect and retain tolls for the use of the Panama Canal, and other charges, and establish and modify methods of their assessment;

(e) Regulate relations with employees of the United States Government;

(f) Provide supporting services to facilitate the performance of its responsibilities under this Article;

(g) Issue and enforce regulations for the effective exercise of the rights and responsibilities of the United States of America under this Treaty and related agreements. The Republic of Panama will lend its cooperation, when necessary, in the enforcement of such rules; and

(h) Exercise any other right granted under this Treaty, or otherwise agreed upon between the two Parties.

3. Pursuant to the foregoing grant of rights, the United States of America shall, in accordance with the terms of this Treaty and the provisions of United

States law, carry out its responsibilities by means of a United States Government agency called the Panama Canal Commission, which shall be constituted by and in conformity with the laws of the United States of America.

(a) The Panama Canal Commission shall be supervised by a Board composed of nine members, five of whom shall be nationals of the United States of America, and four of whom shall be Panamanian nationals proposed by the Republic of Panama for appointment to such positions by the United States of America in a timely manner.

(b) Should the Republic of Panama request the United States of America to remove a Panamanian national from membership on the Board, the United States of America shall agree to such a request. In that event, the Republic of Panama shall propose another Panamanian national for appointment by the United States of America to such position in a timely manner. In case of removal of a Panamanian member of the Board at the initiative of the United States of America, both Parties will consult in advance in order to reach agreement concerning such removal, and the Republic of Panama shall propose another Panamanian national for appointment by the United States of America in his stead.

(c) The United States of America shall employ a national of the United States of America as Administrator of the Panama Canal Commission, and a Panamanian national as Deputy Administrator, through December 31, 1989. Beginning January 1, 1990, a Panamanian national shall be employed as the Administrator and a national of the

United States of America shall occupy the position of Deputy Administrator. Such Panamanian nationals shall be proposed to the United States of America by the Republic of Panama for appointment to such positions by the United States of America.

(d) Should the United States of America remove the Panamanian national from his position as Deputy Administrator, or Administrator, the Republic of Panama shall propose another Panamanian national for appointment to such position by the United States of America.

4. An illustrative description of the activities the Panama Canal Commission will perform in carrying out the responsibilities and rights of the United States of America under this Article is set forth at the Annex. Also set forth in the Annex are procedures for the discontinuance or transfer of those activities performed prior to the entry into force of this Treaty by the Panama Canal Company or the Canal Zone Government which are not to be carried out by the Panama Canal Commission.

5. The Panama Canal Commission shall reimburse the Republic of Panama for the costs incurred by the Republic of Panama in providing the following public services in the Canal operating areas and in housing areas set forth in the Agreement in Implementation of Article III of this Treaty and occupied by both United States and Panamanian citizen employees of the Panama Canal Commission: police, fire protection, street

maintenance, street lighting, street cleaning, traffic management and garbage collection. The Panama Canal Commission shall pay the Republic of Panama the sum of ten million United States dollars ($10,000,000) per annum for the foregoing services. It is agreed that every three years from the date that this Treaty enters into force, the costs involved in furnishing said services shall be reexamined to determine whether adjustment of the annual payment should be made because of inflation and other relevant factors affecting the cost of such services.

6. The Republic of Panama shall be responsible for providing, in all areas comprising the former Canal Zone, services of a general jurisdictional nature such as customs and immigration, postal services, courts and licensing, in accordance with this Treaty and related agreements.

7. The United States of America and the Republic of Panama shall establish a Panama Canal Consultative Committee, composed of an equal number of high-level representatives of the United States of America and the Republic of Panama, and which may appoint such subcommittees as it may deem appropriate. This Committee shall advise the United States of America and the Republic of Panama on matters of policy affecting the Canal's operation. In view of both Parties' special interest in the continuity and efficiency of the Canal operation in the future, the Committee shall advise on matters such as general tolls policy, employment and training policies to increase the participation

of Panamanian nationals in the operation of the Canal, and international policies on matters concerning the Canal. The Committee's recommendations shall be transmitted to the two Governments, which shall give such recommendations full consideration in the formulation of such policy decisions.

8. In addition to the participation of Panamanian nationals at high management levels of the Panama Canal Commission, as provided for in paragraph 3 of this Article, there shall be growing participation of Panamanian nationals at all other levels and areas of employment in the aforesaid Commission, with the objective of preparing, in an orderly and efficient fashion, for the assumption by the Republic of Panama of full responsibility for the management, operation and maintenance of the Canal upon the termination of this Treaty.

9. The use of the areas, waters and installations with respect to which the United States of America is granted rights pursuant to this Article, and the rights and legal status of United States Government agencies and employees operating in the Republic of Panama pursuant to this Article, shall be governed by the Agreement in Implementation of this Article, signed this date.

10. Upon entry into force of this Treaty, the United States Government agencies known as the Panama Canal Company and the Canal Zone Government shall cease to operate within the territory of the Republic of Panama that formerly constituted the Canal Zone.

ARTICLE IV

Protection and Defense

1. The United States of America and the Republic of Panama commit themselves to protect and defend the Panama Canal. Each Party shall act, in accordance with its constitutional processes, to meet the danger resulting from an armed attack or other actions which threaten the security of the Panama Canal or of ships transiting it.

2. For the duration of this Treaty, the United States of America shall have primary responsibility to protect and defend the Canal. The rights of the United States of America to station, train, and move military forces within the Republic of Panama are described in the Agreement in Implementation of this Article, signed this date.[1] The use of areas and installations and the legal status of the armed forces of the United States of America in the Republic of Panama shall be governed by the aforesaid Agreement.

3. In order to facilitate the participation and cooperation of the armed forces of both Parties in the protection and defense of the Canal, the United States of America and the Republic of Panama shall establish a Combined Board comprised of an equal number of senior military representatives of each Party. These representatives shall be charged by their respective governments with consulting and cooperating on all matters pertaining to the protection and defense of the Canal,

[1] TIAS 10032; *post*, p. 307.

and with planning for actions to be taken in concert for that purpose. Such combined protection and defense arrangements shall not inhibit the identity or lines of authority of the armed forces of the United States of America or the Republic of Panama. The Combined Board shall provide for coordination and cooperation concerning such matters as:

(a) The preparation of contingency plans for the protection and defense of the Canal based upon the cooperative efforts of the armed forces of both Parties;

(b) The planning and conduct of combined military exercises; and

(c) The conduct of United States and Panamanian military operations with respect to the protection and defense of the Canal.

4. The Combined Board shall, at five-year intervals throughout the duration of this Treaty, review the resources being made available by the two Parties for the protection and defense of the Canal. Also, the Combined Board shall make appropriate recommendations to the two Governments respecting projected requirements, the efficient utilization of available resources of the two Parties, and other matters of mutual interest with respect to the protection and defense of the Canal.

5. To the extent possible consistent with its primary responsibility for the protection and defense of the Panama Canal, the United States of America will endeavor to maintain its armed forces in the Republic of Panama in normal times at a level not in excess of

that of the armed forces of the United States of America in the territory of the former Canal Zone immediately prior to the entry into force of this Treaty.

ARTICLE V

Principle of Non-Intervention

Employees of the Panama Canal Commission, their dependents and designated contractors of the Panama Canal Commission, who are nationals of the United States of America, shall respect the laws of the Republic of Panama and shall abstain from any activity incompatible with the spirit of this Treaty. Accordingly, they shall abstain from any political activity in the Republic of Panama as well as from any intervention in the internal affairs of the Republic of Panama. The United States of America shall take all measures within its authority to ensure that the provisions of this Article are fulfilled.

ARTICLE VI

Protection of the Environment

1. The United States of America and the Republic of Panama commit themselves to implement this Treaty in a manner consistent with the protection of the natural environment of the Republic of Panama. To this end, they shall consult and cooperate with each other in all appropriate ways to ensure that they shall

give due regard to the protection and conservation of the environment.

2. A Joint Commission on the Environment shall be established with equal representation from the United States of America and the Republic of Panama, which shall periodically review the implementation of this Treaty and shall recommend as appropriate to the two Governments ways to avoid or, should this not be possible, to mitigate the adverse environmental impacts which might result from their respective actions pursuant to the Treaty.

3. The United States of America and the Republic of Panama shall furnish the Joint Commission on the Environment complete information on any action taken in accordance with this Treaty which, in the judgment of both, might have a significant effect on the environment. Such information shall be made available to the Commission as far in advance of the contemplated action as possible to facilitate the study by the Commission of any potential environmental problems and to allow for consideration of the recommendation of the Commission before the contemplated action is carried out.

ARTICLE VII

Flags

1. The entire territory of the Republic of Panama, including the areas the use of which the Republic of

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Panama makes available to the United States of America pursuant to this Treaty and related agreements, shall be under the flag of the Republic of Panama, and consequently such flag always shall occupy the position of honor.

2. The flag of the United States of America may be displayed, together with the flag of the Republic of Panama, at the headquarters of the Panama Canal Commission, at the site of the Combined Board, and as provided in the Agreement in Implementation of Article IV of this Treaty.

3. The flag of the United States of America also may be displayed at other places and on some occasions, as agreed by both Parties.

ARTICLE VIII

Privileges and Immunities

1. The installations owned or used by the agencies or instrumentalities of the United States of America operating in the Republic of Panama pursuant to this Treaty and related agreements, and their official archives and documents, shall be inviolable. The two Parties shall agree on procedures to be followed in the conduct of any criminal investigation at such locations by the Republic of Panama.

2. Agencies and instrumentalities of the Government of the United States of America operating in the

Republic of Panama pursuant to this Treaty and related agreements shall be immune from the jurisdiction of the Republic of Panama.

3. In addition to such other privileges and immunities as are afforded to employees of the United States Government and their dependents pursuant to this Treaty, the United States of America may designate up to twenty officials of the Panama Canal Commission who, along with their dependents, shall enjoy the privileges and immunities accorded to diplomatic agents and their dependents under international law and practice. The United States of America shall furnish to the Republic of Panama a list of the names of said officials and their dependents, identifying the positions they occupy in the Government of the United States of America, and shall keep such list current at all times.

ARTICLE IX

Applicable Laws and Law Enforcement

1. In accordance with the provisions of this Treaty and related agreements, the law of the Republic of Panama shall apply in the areas made available for the use of the United States of America pursuant to this Treaty. The law of the Republic of Panama shall be applied to matters or events which occurred in the former Canal Zone prior to the entry into force of this Treaty only to the extent specifically provided in prior treaties and agreements.

2. Natural or juridical persons who, on the date of entry into force of this Treaty, are engaged in business or non-profit activities at locations in the former Canal Zone may continue such business or activities at those locations under the same terms and conditions prevailing prior to the entry into force of this Treaty for a thirty-month transition period from its entry into force. The Republic of Panama shall maintain the same operating conditions as those applicable to the aforementioned enterprises prior to the entry into force of this Treaty in order that they may receive licenses to do business in the Republic of Panama subject to their compliance with the requirements of its law. Thereafter, such persons shall receive the same treatment under the law of the Republic of Panama as similar enterprises already established in the rest of the territory of the Republic of Panama without discrimination.

3. The rights of ownership, as recognized by the United States of America, enjoyed by natural or juridical private persons in buildings and other improvements to real property located in the former Canal Zone shall be recognized by the Republic of Panama in conformity with its laws.

4. With respect to buildings and other improvements to real property located in the Canal operating areas, housing areas or other areas subject to the licensing procedure established in Article IV of the Agreement in Implementation of Article III of this Treaty, the owners shall be authorized to continue using the land

upon which their property is located in accordance with the procedures established in that Article.

5. With respect to buildings and other improvements to real property located in areas of the former Canal Zone to which the aforesaid licensing procedure is not applicable, or may cease to be applicable during the lifetime or upon termination of this Treaty, the owners may continue to use the land upon which their property is located, subject to the payment of a reasonable charge to the Republic of Panama. Should the Republic of Panama decide to sell such land, the owners of the buildings or other improvements located thereon shall be offered a first option to purchase such land at a reasonable cost. In the case of non-profit enterprises, such as churches and fraternal organizations, the cost of purchase will be nominal in accordance with the prevailing practice in the rest of the territory of the Republic of Panama.

6. If any of the aforementioned persons are required by the Republic of Panama to discontinue their activities or vacate their property for public purposes, they shall be compensated at fair market value by the Republic of Panama.

7. The provisions of paragraphs 2-6 above shall apply to natural or juridical persons who have been engaged in business or non-profit activities at locations in the former Canal Zone for at least six months prior to the date of signature of this Treaty.

8. The Republic of Panama shall not issue, adopt or enforce any law, decree, regulation, or international

agreement or take any other action which purports to regulate or would otherwise interfere with the exercise on the part of the United States of America of any right granted under this Treaty or related agreements.

9. Vessels transiting the Canal, and cargo, passengers and crews carried on such vessels shall be exempt from any taxes, fees, or other charges by the Republic of Panama. However, in the event such vessels call at a Panamanian port, they may be assessed charges incident thereto, such as charges for services provided to the vessel. The Republic of Panama may also require the passengers and crew disembarking from such vessels to pay such taxes, fees and charges as are established under Panamanian law for persons entering its territory. Such taxes, fees and charges shall be assessed on a nondiscriminatory basis.

10. The United States of America and the Republic of Panama will cooperate in taking such steps as may from time to time be necessary to guarantee the security of the Panama Canal Commission, its property, its employees and their dependents, and their property, the Forces of the United States of America and the members thereof, the civilian component of the United States Forces, the dependents of members of the Forces and the civilian component, and their property, and the contractors of the Panama Canal Commission and of the United States Forces, their dependents, and their property. The Republic of Panama will seek from its

Legislative Branch such legislation as may be needed to carry out the foregoing purposes and to punish any offenders.

11. The Parties shall conclude an agreement whereby nationals of either State, who are sentenced by the courts of the other State, and who are not domiciled therein, may elect to serve their sentences in their State of nationality.[1]

ARTICLE X

Employment with the Panama Canal Commission

1. In exercising its rights and fulfilling its responsibilities as the employer, the United States of America shall establish employment and labor regulations which shall contain the terms, conditions and prerequisites for all categories of employees of the Panama Canal Commission. These regulations shall be provided to the Republic of Panama prior to their entry into force.

2. (a) The regulations shall establish a system of preference when hiring employees, for Panamanian applicants possessing the skills and qualifications required for employment by the Panama Canal Commission. The United States of America shall endeavor to ensure that the number of Panamanian nationals employed by the Panama Canal Commission in relation to the total number of its employees will conform to the proportion established for foreign enterprises under the law of the Republic of Panama.

(b) The terms and conditions of employment to be established will in general be no less favorable to

[1] TIAS 9787; 32 UST p. 1565.

persons already employed by the Panama Canal Company or Canal Zone Government prior to the entry into force of this Treaty, than those in effect immediately prior to that date.

3. (a) The United States of America shall establish an employment policy for the Panama Canal Commission that shall generally limit the recruitment of personnel outside the Republic of Panama to persons possessing requisite skills and qualifications which are not available in the Republic of Panama.

(b) The United States of America will establish training programs for Panamanian employees and apprentices in order to increase the number of Panamanian nationals qualified to assume positions with the Panama Canal Commission, as positions become available.

(c) Within five years from the entry into force of this Treaty, the number of United States nationals employed by the Panama Canal Commission who were previously employed by the Panama Canal Company shall be at least twenty percent less than the total number of United States nationals working for the Panama Canal Company immediately prior to the entry into force of this Treaty.

(d) The United States of America shall periodically inform the Republic of Panama, through the Coordinating Committee, established pursuant to the Agreement in Implementation of Article III of this Treaty, of available positions within the Panama Canal Commission. The Republic of Panama shall similarly provide the United

States of America any information it may have as to the availability of Panamanian nationals claiming to have skills and qualifications that might be required by the Panama Canal Commission, in order that the United States of America may take this information into account.

4. The United States of America will establish qualification standards for skills, training and experience required by the Panama Canal Commission. In establishing such standards, to the extent they include a requirement for a professional license, the United States of America, without prejudice to its right to require additional professional skills and qualifications, shall recognize the professional licenses issued by the Republic of Panama.

5. The United States of America shall establish a policy for the periodic rotation, at a maximum of every five years, of United States citizen employees and other non-Panamanian employees, hired after the entry into force of this Treaty. It is recognized that certain exceptions to the said policy of rotation may be made for sound administrative reasons, such as in the case of employees holding positions requiring certain non-transferable or non-recruitable skills.

6. With regard to wages and fringe benefits, there shall be no discrimination on the basis of nationality, sex, or race. Payments by the Panama Canal Commission of additional remuneration, or the provision of other benefits, such as home leave benefits, to United States nationals employed prior to entry into force of this

Treaty, or to persons of any nationality, including Panamanian nationals who are thereafter recruited outside of the Republic of Panama and who change their place of residence, shall not be considered to be discrimination for the purpose of this paragraph.

7. Persons employed by the Panama Canal Company or Canal Zone Government prior to the entry into force of this Treaty, who are displaced from their employment as a result of the discontinuance by the United States of America of certain activities pursuant to this Treaty, will be placed by the United States of America, to the maximum extent feasible, in other appropriate jobs with the Government of the United States in accordance with United States Civil Service regulations. For such persons who are not United States nationals, placement efforts will be confined to United States Government activities located within the Republic of Panama. Likewise, persons previously employed in activities for which the Republic of Panama assumes responsibility as a result of this Treaty will be continued in their employment to the maximum extent feasible by the Republic of Panama. The Republic of Panama shall, to the maximum extent feasible, ensure that the terms and conditions of employment applicable to personnel employed in the activities for which it assumes responsibility are no less favorable than those in effect immediately prior to the entry into force of this Treaty. Non-United States nationals employed by the Panama Canal Company or Canal Zone Government prior to the entry into force

of this Treaty who are involuntarily separated from their positions because of the discontinuance of an activity by reason of this Treaty, who are not entitled to an immediate annuity under the United States Civil Service Retirement System, and for whom continued employment in the Republic of Panama by the Government of the United States of America is not practicable, will be provided special job placement assistance by the Republic of Panama for employment in positions for which they may be qualified by experience and training.

8. The Parties agree to establish a system whereby the Panama Canal Commission may, if deemed mutually convenient or desirable by the two Parties, assign certain employees of the Panama Canal Commission, for a limited period of time, to assist in the operation of activities transferred to the responsibility of the Republic of Panama as a result of this Treaty or related agreements. The salaries and other costs of employment of any such persons assigned to provide such assistance shall be reimbursed to the United States of America by the Republic of Panama.

9. (a) The right of employees to negotiate collective contracts with the Panama Canal Commission is recognized. Labor relations with employees of the Panama Canal Commission shall be conducted in accordance with forms of collective bargaining established by the United States of America after consultation with employee unions.

(b) Employee unions shall have the right to affiliate with international labor organizations.

10. The United States of America will provide an appropriate early optional retirement program for all persons employed by the Panama Canal Company or Canal Zone Government immediately prior to the entry into force of this Treaty. In this regard, taking into account the unique circumstances created by the provisions of this Treaty, including its duration, and their effect upon such employees, the United States of America shall, with respect to them:

(a) determine that conditions exist which invoke applicable United States law permitting early retirement annuities and apply such law for a substantial period of the duration of the Treaty;

(b) seek special legislation to provide more liberal entitlement to, and calculation of, retirement annuities than is currently provided for by law.

ARTICLE XI

Provisions for the Transition Period

The Republic of Panama shall reassume plenary jurisdiction over the former Canal Zone upon entry into force of this Treaty and in accordance with its terms.

1. In order to provide for an orderly transition to the full application of the jurisdictional arrangements established by this Treaty and related agreements, the provisions of this Article shall become applicable upon the date this Treaty enters into force, and shall

remain in effect for thirty calendar months. The authority granted in this Article to the United States of America for this transition period shall supplement, and is not intended to limit, the full application and effect of the rights and authority granted to the United States of America elsewhere in this Treaty and in related agreements.

2. During this transition period, the criminal and civil laws of the United States of America shall apply concurrently with those of the Republic of Panama in certain of the areas and installations made available for the use of the United States of America pursuant to this Treaty, in accordance with the following provisions:

(a) The Republic of Panama permits the authorities of the United States of America to have the primary right to exercise criminal jurisdiction over United States citizen employees of the Panama Canal Commission and their dependents, and members of the United States Forces and civilian component and their dependents, in the following cases:

(i) for any offense committed during the transition period within such areas and installations, and

(ii) for any offense committed prior to that period in the former Canal Zone.

The Republic of Panama shall have the primary right to exercise jurisdiction over all other offenses committed by such persons, except as otherwise

provided in this Treaty and related agreements or as may be otherwise agreed.

(b) Either Party may waive its primary right to exercise jurisdiction in a specific case or category of cases.

3. The United States of America shall retain the right to exercise jurisdiction in criminal cases relating to offenses committed prior to the entry into force of this Treaty in violation of the laws applicable in the former Canal Zone.

4. For the transition period, the United States of America shall retain police authority and maintain a police force in the aforementioned areas and installations. In such areas, the police authorities of the United States of America may take into custody any person not subject to their primary jurisdiction if such person is believed to have committed or to be committing an offense against applicable laws or regulations, and shall promptly transfer custody to the police authorities of the Republic of Panama. The United States of America and the Republic of Panama shall establish joint police patrols in agreed areas. Any arrests conducted by a joint patrol shall be the responsibility of the patrol member or members representing the Party having primary jurisdiction over the person or persons arrested.

5. The courts of the United States of America and related personnel, functioning in the former Canal Zone immediately prior to the entry into force of this

Treaty, may continue to function during the transition period for the judicial enforcement of the jurisdiction to be exercised by the United States of America in accordance with this Article.

6. In civil cases, the civilian courts of the United States of America in the Republic of Panama shall have no jurisdiction over new cases of a private civil nature, but shall retain full jurisdiction during the transition period to dispose of any civil cases, including admiralty cases, already instituted and pending before the courts prior to the entry into force of this Treaty.

7. The laws, regulations, and administrative authority of the United States of America applicable in the former Canal Zone immediately prior to the entry into force of this Treaty shall, to the extent not inconsistent with this Treaty and related agreements, continue in force for the purpose of the exercise by the United States of America of law enforcement and judicial jurisdiction only during the transition period. The United States of America may amend, repeal or otherwise change such laws, regulations and administrative authority. The two Parties shall consult concerning procedural and substantive matters relative to the implementation of this Article, including the disposition of cases pending at the end of the transition period and, in this respect, may enter into appropriate agreements by an exchange of notes or other instrument.

8. During this transition period, the United States of America may continue to incarcerate individuals in the areas and installations made available for the use of the United States of America by the Republic of Panama pursuant to this Treaty and related agreements, or to transfer them to penal facilities in the United States of America to serve their sentences.

ARTICLE XII

A Sea-Level Canal or
a Third Lane of Locks

1. The United States of America and the Republic of Panama recognize that a sea-level canal may be important for international navigation in the future. Consequently, during the duration of this Treaty, both Parties commit themselves to study jointly the feasibility of a sea-level canal in the Republic of Panama, and in the event they determine that such a waterway is necessary, they shall negotiate terms, agreeable to both Parties, for its construction.

2. The United States of America and the Republic of Panama agree on the following:

(a) No new interoceanic canal shall be constructed in the territory of the Republic of Panama during the duration of this Treaty, except in accordance with the provisions of this Treaty, or as the two Parties may otherwise agree; and

(b) During the duration of this Treaty, the United States of America shall not negotiate with

third States for the right to construct an inter-oceanic canal on any other route in the Western Hemisphere, except as the two Parties may otherwise agree.

3. The Republic of Panama grants to the United States of America the right to add a third lane of locks to the existing Panama Canal. This right may be exercised at any time during the duration of this Treaty, provided that the United States of America has delivered to the Republic of Panama copies of the plans for such construction.

4. In the event the United States of America exercises the right granted in paragraph 3 above, it may use for that purpose, in addition to the areas otherwise made available to the United States of America pursuant to this Treaty, such other areas as the two Parties may agree upon. The terms and conditions applicable to Canal operating areas made available by the Republic of Panama for the use of the United States of America pursuant to Article III of this Treaty shall apply in a similar manner to such additional areas.

5. In the construction of the aforesaid works, the United States of America shall not use nuclear excavation techniques without the previous consent of the Republic of Panama.

ARTICLE XIII

Property Transfer and Economic Participation by the Republic of Panama

1. Upon termination of this Treaty, the Republic of Panama shall assume total responsibility for

the management, operation, and maintenance of the Panama Canal, which shall be turned over in operating condition and free of liens and debts, except as the two Parties may otherwise agree.

2. The United States of America transfers, without charge, to the Republic of Panama all right, title and interest the United States of America may have with respect to all real property, including non-removable improvements thereon, as set forth below:

(a) Upon the entry into force of this Treaty, the Panama Railroad and such property that was located in the former Canal Zone but that is not within the land and water areas the use of which is made available to the United States of America pursuant to this Treaty. However, it is agreed that the transfer on such date shall not include buildings and other facilities, except housing, the use of which is retained by the United States of America pursuant to this Treaty and related agreements, outside such areas;

(b) Such property located in an area or a portion thereof at such time as the use by the United States of America of such area or portion thereof ceases pursuant to agreement between the two Parties.

(c) Housing units made available for occupancy by members of the Armed Forces of the Republic of Panama in accordance with paragraph 5(b) of Annex B to the Agreement in Implementation of Article IV of

this Treaty at such time as such units are made available to the Republic of Panama.

(d) Upon termination of this Treaty, all real property, and non-removable improvements that were used by the United States of America for the purposes of this Treaty and related agreements, and equipment related to the management, operation and maintenance of the Canal remaining in the Republic of Panama.

3. The Republic of Panama agrees to hold the United States of America harmless with respect to any claims which may be made by third parties relating to rights, title and interest in such property.

4. The Republic of Panama shall receive, in addition, from the Panama Canal Commission a just and equitable return on the national resources which it has dedicated to the efficient management, operation, maintenance, protection and defense of the Panama Canal, in accordance with the following:

(a) An annual amount to be paid out of Canal operating revenues computed at a rate of thirty hundredths of a United States dollar ($0.30) per Panama Canal net ton, or its equivalency, for each vessel transiting the Canal, after the entry into force of this Treaty, for which tolls are charged. The rate of thirty hundredths of a United States dollar ($0.30) per Panama Canal net ton, or its equivalency, will be adjusted to reflect changes in the United States wholesale price index[1] for total manufactured goods during biennial periods. The first adjustment

[1] See related letter, p. 140.

shall take place five years after entry into force of this Treaty, taking into account the changes that occurred in such price index during the preceding two years. Thereafter successive adjustments shall take place at the end of each biennial period. If the United States of America should decide that another indexing method is preferable, such method shall be proposed to the Republic of Panama and applied if mutually agreed.

(b) A fixed annuity of ten million United States dollars ($10,000,000) to be paid out of Canal operating revenues. This amount shall constitute a fixed expense of the Panama Canal Commission.

(c) An annual amount of up to ten million United States dollars ($10,000,000) per year, to be paid out of Canal operating revenues to the extent that such revenues exceed expenditures of the Panama Canal Commission including amounts paid pursuant to this Treaty. In the event Canal operating revenues in any year do not produce a surplus sufficient to cover this payment, the unpaid balance shall be paid from operating surpluses in future years in a manner to be mutually agreed.

ARTICLE XIV

Settlement of Disputes

In the event that any question should arise between the Parties concerning the interpretation of this Treaty or related agreements, they shall make

every effort to resolve the matter through consultation in the appropriate committees established pursuant to this Treaty and related agreements, or, if appropriate, through diplomatic channels. In the event the Parties are unable to resolve a particular matter through such means, they may, in appropriate cases, agree to submit the matter to conciliation, mediation, arbitration, or such other procedure for the peaceful settlement of the dispute as they may mutually deem appropriate.

TRATADO DEL CANAL DE PANAMA

PREAMBULO

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TRATADO DEL CANAL DE PANAMA

LOS ESTADOS UNIDOS DE AMERICA Y LA REPUBLICA DE PANAMA.

Actuando en armonía con la Declaración Conjunta emitida el 3 de abril de 1964 por los Representantes de los Gobiernos de los Estados Unidos de América y de la República de Panamá, y la Declaración de Principios del 7 de febrero de 1974, rubricada por el Secretario de Estado de los Estados Unidos de América y el Ministro de Relaciones Exteriores de la República de Panamá; y

Reconociendo la soberanía de la República de Panamá sobre su territorio,

Han decidido abrogar los tratados anteriores pertinentes al Canal de Panamá y celebrar un nuevo tratado que sirva como base para una nueva relación entre ambos países y,

En consecuencia, han acordado lo siguiente:

ARTICULO I

Abrogación de los Tratados Anteriores
y Establecimiento de una Nueva Relación

1. Al entrar en vigor este tratado quedan abrogados y sustituidos:

(a) La Convención del Canal Istmico suscrita entre los Estados Unidos de América y la República de Panamá, en Washington, D. C., el 18 de noviembre de 1903.

(b) El Tratado General de Amistad y Cooperación, firmado en Washington, el 2 de marzo del1936 y el Tratado de Mutuo Entendimiento y Cooperación y el Memorándum de Entendimientos Acordados, firmados en Panamá el 25 de enero de 1955, suscritos entre los Estados Unidos de América y la República de Panamá.

(c) Todos los otros tratados, convenios, acuerdos y canjes de notas entre los Estados Unidos de América y la República de Panamá vigentes con anterioridad a la entrada en vigor de este tratado y concernientes al Canal de Panamá.

(d) Las estipulaciones referentes al Canal de Panamá que aparezcan en otros tratados, convenios, acuerdcs y canjes de notas entre los Estados Unidos de América y la República de Panamá que estuvieren vigentes con anterioridad a la entrada en vigor de este tratado.

2. De conformidad con las estipulaciones de este tratado y acuerdos conexos, la República de Panamá, en su condición de soberano territorial, otorga a los Estados Unidos de América, por la duración de este tratado, los derechos necesarios para regular el tránsito de barcos a través del Canal de Panamá y para manejar, operar, mantener, mejorar, proteger y defender el Canal. La República de Panamá garantiza a los Estados Unidos de América el uso pacífico de las áreas de tierras y aguas cuyos derechos de uso le han sido otorgados para dichos fines conforme a este tratado y sus acuerdos conexos.

3. La República de Panamá tendrá una participación creciente en la administración, protección y defensa del Canal, según se dispone en este tratado.

4. En vista de la relación especial que se crea por razón del presente tratado, los Estados Unidos de América y la República de Panamá cooperarán para asegurar el funcionamiento ininterrumpido y eficiente del Canal de Panamá.

ARTICULO II

Ratificación, Entrada en Vigor y Duración

1. Este tratado estará sujeto a ratificación de acuerdo con los procedimientos constitucionales de ambas Partes y sus instrumentos de ratificación se canjearán en Panamá al mismo tiempo que los del Tratado Concerniente a la Neutralidad Permanente y al Funcionamiento del Canal de Panamá, firmado en esta fecha. El presente tratado entrará en vigor simultáneamente con el Tratado Concerniente a la Neutralidad Permanente y Funcionamiento del Canal de Panamá, seis meses calendarios después de la fecha del canje de los instrumentos de ratificación.

2. Este tratado terminará al mediodía, hora de Panamá, el 31 de diciembre de 1999.

ARTICULO III

Funcionamiento y Dirección del Canal

1. La República de Panamá, como soberano territorial, confiere a los Estados Unidos de América el derecho a manejar, operar y mantener el Canal de Panamá, sus obras, instalaciones y equipos auxiliares y de proveer lo necesario para el tránsito fluido de naves por el Canal de Panamá. Los Estados Unidos de América aceptan la concesión de tales

derechos y se comprometen a ejercerlos conforme al presente tratado y acuerdos conexos.

2. En cumplimiento de las responsabilidades anteriores los Estados Unidos de América podrán:

(a) usar para estos fines libres de coste, salvo estipulación distinta de este tratado, las diversas áreas, aguas e instalaciones, incluido el Canal de Panamá, según se especifica en el acuerdo para la ejecución de este artículo firmado en esta fecha; así como otras áreas e instalaciones que se pongan a disposición de los Estados Unidos de América en virtud de este tratado y acuerdos afines y tomar las medidas necesarias para garantizar el saneamiento de dichas áreas;

(b) efectuar las mejoras y alteraciones que estime apropiadas en las antedichas áreas e instalaciones en consonancia con los términos de este tratado;

(c) promulgar y hacer cumplir los reglamentos pertinentes al tránsito de naves por el Canal y a la navegación y asuntos marítimos, de conformidad con este tratado y acuerdos afines. La República de Panamá dará su cooperación cuando fuere necesario para el cumplimiento de dichos reglamentos;

(d) establecer, modificar, cobrar y guardar peajes por el uso del Canal de Panamá y otros cargos y establecer y modificar los métodos para su determinación;

(e) regular las relaciones con los empleados de los Estados Unidos de América;

(f) suministrar servicios de apoyo para facilitar el cumplimiento de sus responsabilidades conforme a este artículo;

(g) expedir y hacer cumplir los reglamentos para el ejercicio eficaz de los derechos y responsabilidades de los Estados Unidos de América en virtud de este tratado y acuerdos afines. La República

de Panamá dará su cooperación cuando fuere necesario para el cumplimiento de dichos reglamentos, y

(h) ejercer cualquier otro derecho conferido en virtud de este tratado, o que de otro modo pudieran acordar las dos Partes.

3. En desarrollo de esta concesión de derechos, los Estados Unidos de América, con arreglo a los términos de este tratado y a las leyes de los Estados Unidos de América cumplirán sus responsabilidades por medio de una agencia gubernamental estadounidense que se denominará La Comisión del Canal de Panamá, la cual será constituida conforme a las leyes de los Estados Unidos de América.

(a) La Comisión del Canal de Panamá estará dirigida por una Junta Directiva compuesta por nueve miembros, cinco de los cuales serán ciudadanos de los Estados Unidos de América y cuatro serán ciudadanos panameños, propuestos por la República de Panamá para su oportuno nombramiento en tales cargos por los Estados Unidos de América.

(b) En caso de que la República de Panamá solicitase de los Estados Unidos de América la remoción de un ciudadano panameño como miembro de la Junta Directiva, los Estados Unidos de América accederán a dicha solicitud. En ese caso, la República de Panamá propondrá otro ciudadano panameño, el cual será nombrado oportunamente por los Estados Unidos de América en tal cargo. En el caso de la remoción de la Junta Directiva de un miembro panameño, por iniciativa de los Estados Unidos de América, ambas Partes celebrarán consultas con antelación a fin de llegar a un acuerdo sobre tal remoción y la República de Panamá propondrá otro ciudadano panameño, para dicho nombramiento por los Estados Unidos de América en su reemplazo.

(c) Los Estados Unidos de América emplearán a un ciudadano de los Estados Unidos de América como Administrador de La Comisión del Canal de Panamá y a un ciudadano panameño como Subadministrador, hasta

el 31 de diciembre de 1989. A partir del 1° de enero de 1990, se nombrará a un ciudadano panameño para el cargo de Administrador y un ciudadano de los Estados Unidos de América ocupará el cargo de Subadministrador. Dichos ciudadanos panameños serán propuestos a los Estados Unidos de América por la República de Panamá para su nombramiento en dichos cargos por los Estados Unidos de América.

(d) Si los Estados Unidos de América removieran de su cargo de Subadministrador o Administrador al ciudadano panameño, la República de Panamá propondrá otro ciudadano panameño para ser nombrado en tal cargo por los Estados Unidos de América.

4. Una descripción ilustrativa de las actividades que La Comisión del Canal de Panamá ejecutará en el cumplimiento de las responsabilidades y derechos de los Estados Unidos de América conforme a este artículo, está contenida en el Anexo. Los trámites para la cesación o transferencia de las actividades realizadas con anterioridad a la entrada en vigor de este tratado por la Compañía del Canal de Panamá o por el Gobierno de la Zona del Canal, que no serán realizadas por La Comisión del Canal de Panamá, están estipulados en el Anexo.

5. La Comisión del Canal de Panamá reembolsará a la República de Panamá los gastos en que ésta incurra al suministrar a las áreas de funcionamiento del Canal y a las áreas de vivienda expresadas en el Acuerdo para la Ejecución del Artículo III de este tratado y ocupadas tanto por panameños como por estadounidenses, empleados de La Comisión del Canal de Panamá, los siguientes servicios públicos: policía, protección contra incendio, mantenimiento de las calles, alumbrado público, limpieza de las calles, control de tránsito y recolección de basuras. La Comisión del Canal de Panamá pagará a la República de Panamá la suma de diez millones de dólares de los Estados Unidos de América ($10.000.000.00), por año, por razón de los anteriores servicios.

Se conviene que cada tres años, desde la fecha en que entre en vigencia este tratado, el coste erogado al suministrar los referidos servicios, será reexaminado para determinar si se requiere un ajuste en el pago anual para compensar por la inflación y otros factores importantes que afecten los costes de dichos servicios.

6. La República de Panamá será responsable por el suministro a todas las áreas comprendidas en lo que constituyó la Zona del Canal, de servicios de naturaleza jurisdiccional general como aduanas e inmigración, servicios postales, administración de justicia y expedición de licencias, de conformidad con este tratado y sus acuerdo conexos.

7. Los Estados Unidos de América y la República de Panamá establecerán un Comité Consultivo del Canal de Panamá, compuesto por un número paritario de representantes de alto nivel de los Estados Unidos de América y de la República de Panamá, el cual tendrá la facultad de nombrar los subcomités que estime conveniente. Este Comité asesorará a los Estados Unidos de América y la República de Panamá en cuestiones de política que afecten el funcionamiento del Canal. En vista del interés especial de ambas Partes enla continuidad y eficiencia del funcionamiento del Canal en el futuro, el Comité asesorará en cuestiones tales como política general de peajes; política de empleo y adiestramiento para incrementar la participación de ciudadanos panameños en el manejo del Canal y políticas internacionales sobre asuntos concernientes al Canal. Las recomendaciones del Comité se transmitirán a los dos gobiernos, los cuales les darán plena consideración en la formulación de decisiones de política.

8. Además de la participación de ciudadanos panameños en los altos niveles de la dirección de La Comisión del Canal de Panamá, según se dispone en el párrafo 3 de este artículo, habrá una creciente participación de ciudadanos panameños en todos los demás niveles y esfe-

ras de empleo en dicha Comisión, con el objeto de hacer los preparativos para que la República de Panamá pueda asumir, de una manera ordenada y eficiente, la plena responsabilidad por la dirección, funcionamiento y mantenimiento del Canal al expirar este tratado.

9. El uso de las áreas, aguas e instalaciones con respecto a las cuales se le han otorgado a los Estados Unidos de América derechos de conformidad con este artículo, y los derechos y condición jurídica de los organismos y empleados de los Estados Unidos de América que operarán en la República de Panamá de conformidad con este artículo, se regirán por el acuerdo para la ejecución de este artículo, firmado en esta fecha.

10. Los organismos de los Estados Unidos de América, conocidos como la Compañía del Canal de Panamá y el Gobierno de la Zona del Canal, dejarán de funcionar dentro del territorio de la República de Panamá que constituyó la Zona del Canal, a la entrada en vigor de este tratado.

ARTICULO IV

Protección y Defensa

1. Los Estados Unidos de América y la República de Panamá se comprometen a proteger y defender el Canal de Panamá. Cada Parte, conforme a sus procedimientos constitucionales, tomará medidas para hacer frente al peligro resultante de un ataque armado u otras acciones que amenacen la seguridad del Canal de Panamá o de los barcos que transiten por él.

2. Durante la vigencia de este tratado, los Estados Unidos de América tendrán la responsabilidad primaria de proteger y defender el Canal. Los derechos de los Estados Unidos de América a estacionar, adiestrar y transportar fuerzas militares en la República de Panamá,

están descritos en el acuerdo para la ejecución de este artículo, firmado en esta fecha. El uso delas áreas e instalaciones y el estado jurídico de las Fuerzas Armadas de los Estados Unidos de América en la República de Panamá, se regiránpor el referido acuerdo.

3. Con el fin de facilitar la participación y cooperación de las Fuerzas Armadas de ambas Partes en la protección y defensa del Canal, los Estados Unidos de América y la República de Panamá establecerán una Junta Combinada compuesta por un número igual de representantes militares de alto rango de cada Parte. Estos representantes estarán encargados por sus respectivos gobiernos de consultar y cooperar en todos los asuntos relativos a la protección y defensa del Canal y de planificar las medidas que deberán tomarse en concierto para tal fin. Dichos acuerdos para la protección y defensa combinadas no restrigirán la identidad ni las líneas de mando de las Fuerzas Armadas de la República de Panamá o de los Estados Unidos de América. La Junta Combinada se encargará de la coordinación y cooperación en asuntos como:

(a) La preparación de planes de contingencia para la protección y defensa del Canal a base de los esfuerzos cooperativos de las Fuerzas Armadas de ambas Partes;

(b) La planificación y ejecución de ejercicios militares combinados; y

(c) La ejecución de operaciones militares estadounidenses y panameñas para la protección y defensa del Canal.

4. La Junta Combinada, a intervalos quinquenales, durante la vida de este tratado, examinará los recursos que ambas Partes hubiesen dispuesto para la protección y defensa del Canal. Además, la Junta Combinada formulará a los dos Gobiernos recomendaciones adecuadas en relación con las necesidades proyectadas, la eficaz utilización de los recursos disponibles por ambas Partes y otros asuntos de interés mutuo

referentes a la protección y defensa del Canal.

5. En la medida posible, consistente con su responsabilidad primaria para la protección y defensa del Canal, los Estados Unidos de América procurarán mantener sus fuerzas armadas en Panamá durante tiempos normales a un nivel que no exceda del de las Fuerzas Armadas de los Estados Unidos de América en el territorio que constituyó la Zona del Canal de Panamá con anterioridad inmediata a la fecha de vigencia de este tratado.

ARTICULO V

Principio de No Intervención

Los empleados de La Comisión del Canal de Panamá que fueren nacionales de los Estados Unidos de América, sus dependientes y los contratistas designados por La Comisión del Canal de Panamá que fueren nacionales de los Estados Unidos de América, respetarán las leyes de la República de Panamá y se abstendrán de cualquier actividad incompatible con el espíritu de este tratado. En consecuencia, se abstendrán de toda actividad política en la República de Panamá, así como de cualquier intervención en los asuntos internos de la República de Panamá. Los Estados Unidos de América adoptarán todas las medidas dentro de sus facultades para asegurar el cumplimiento de las disposiciones de este artículo.

ARTICULO VI

Protección del ambiente natural

1. Los Estados Unidos de América y la República de Panamá se comprometen a aplicar este tratado de modo consistente con la protección del medio ambiente natural de la República de Panamá. Para este fin, las Partes se consultarán y colaborarán en forma apropiada para asegu-

rar que darán la atención debida a la protección y conservación del medio ambiente.

2. Se establecerá una Comisión Mixta sobre el Medio Ambiente con igual representación de los Estados Unidos de América y de la República de Panamá, la cual examinará periódicamente la aplicación de este tratado y recomendará a los dos Gobiernos, en cuanto fuere propio, medidas para evitar,y si esto no fuere posible, mitigar los efectos ambientales adversos que pudieran derivarse de sus respectivas acciones conforme al tratado.

3. Los Estados Unidos de América y la República de Panamá suministrarán a la Comisión Mixta sobre el Medio Ambiente la información completa sobre cualquier acción que se tome de conformidad con este tratado y que a juicio de ambos pudiera tener un efecto significativo sobre el medio ambiente. Tal información se pondrá a disposición de la Comisión Mixta con la mayor antelación posible a la acción planeada, a fin de facilitar el estudio, por parte de dicha Comisión, de cualesquier posibles problemas ambientales y para permitir que se consideren las recomendaciones de la Comisión Mixta antes de que la acción prevista se ponga en ejecución.

ARTICULO VII

Banderas

1. Todo el territorio de la República de Panamá, incluso las áreas cuyo uso la República de Panamá pone a disposición de los Estados Unidos de América, conforme a este tratado y sus acuerdos conexos, estará bajo la bandera de la República de Panamá y, en consecuencia, dicha bandera ocupará siempre la posición de honor.

2. La bandera de los Estados Unidos de América podrá ser desplegada, junto a la bandera de la República de Panamá, en la sede de La

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Comisión del Canal de Panamá y en la sede de la Junta Combinada y según se dispone en el Acuerdo para la Ejecución del Artículo IV de este tratado.

3. La bandera de los Estados Unidos de América podrá también ser desplegada en otros lugares y en algunas ocasiones, según lo acuerden ambas Partes.

ARTICULO VIII

Privilegios e Inmunidades

1. Serán inviolables las instalaciones pertenecientes a los organismos o dependencias de los Estados Unidos de América que funcionan en la República de Panamá de conformidad con este tratado y acuerdos afines, y las usadas por ellos así como los archivos y documentos oficiales. Las dos Partes acordarán los procedimientos que seguirá la República de Panamá en la conducción de las investigaciones criminales en dichos lugares.

2. Los organismos y dependencias del Gobierno de los Estados Unidos de América que operan en la República de Panamá de conformidad con este tratado y acuerdos conexos, serán inmunes a la jurisdicción de la República de Panamá.

3. En adición a los otros privilegios e inmunidades que se otorgan a los empleados del Gobierno de los Estados Unidos de América y sus dependientes de conformidad con este tratado, los Estados Unidos de América podrán nombrar hasta veinte funcionarios de La Comisión del Canal de Panamá quienes, junto con sus dependientes, gozarán de los privilegios e inmunidades que se otorgan a los agentes diplomáticos y sus dependientes conforme al derecho y prácticas internacionales. Los Estados Unidos de América proporcionarán a la República de Panamá una lista con los nombres de dichos funcionarios y sus dependientes,

identificando los cargos que ocupan dentro del Gobierno de los Estados Unidos de América y mantendrán dicha lista actualizada en todo momento.

ARTICULO IX

Leyes Aplicables y Ejecución de Leyes

1. De conformidad con las estipulaciones de este tratado y sus acuerdos conexos, las leyes de la República de Panamá se aplicarán en las áreas puestas a disposición de los Estados Unidos de América para su uso de acuerdo con este tratado. Las leyes de la República de Panamá se aplicarán a asuntos o hechos ocurridos en lo que constituyó la Zona del Canal antes de la entrada en vigencia de este tratado, sólo en la medida en que estuviere expresamente dispuesto en tratados o convenios anteriores.

2. Las personas naturales o jurídicas que, en la fecha de entrada en vigencia de este tratado, se dedicaren a negocios o actividades no lucrativas en sitios del territorio que constituyó la Zona del Canal, podrán continuarlos en dichos sitios bajo las mismas condiciones existentes al entrar en vigor este tratado, por un período de transición de treinta meses, contados desde esa fecha. La República de Panamá mantendrá las mismas condiciones de operación que se aplicaban a las empresas referidas, antes de la entrada en vigencia de este tratado, de modo que puedan obtener licencias para realizar negocios en la República de Panamá, previo el cumplimiento de los requisitos de sus leyes. Posteriormente, dichas personas recibirán el mismo trato conforme a las leyes de la República de Panamá que el que se da a negocios similares ya establecidos en el resto del territorio de la República de Panamá, sin discriminación.

3. Los derechos de propiedad, como los reconocen los

Estados Unidos de América, de que disfrutan las personas naturales o jurídicas privadas, en edificios y otras mejoras ubicados en el territorio que constituyó la Zona del Canal, serán reconocidos por la República de Panamá de conformidad con sus leyes.

4. Los propietarios de edificios y otras mejoras ubicados en las áreas de funcionamiento del Canal, las áreas de vivienda u otras áreas sujetas al procedimiento de expedición de licencias establecido en el Artículo IV del Acuerdo para la Ejecución del Artículo III de este tratado, podrán continuar utilizando el terreno en donde su propiedad estuviere localizada, de conformidad con los procedimientos establecidos en dicho artículo.

5. Los propietarios de edificios y otras mejoras ubicados en el territorio que constituyó la Zona del Canal, a los cuales no fuere aplicable el procedimiento de expedición de licencias antes mencionado o dejare de serles aplicable durante la vigencia o a la terminación de este tratado, podrán continuar utilizando el terreno donde estuviere localizada su propiedad sujetos al pago de un precio razonable a la República de Panamá. Si la República de Panamá decidiese vender dicho terreno, ofrecerá a los propietarios aquí expresados, una primera opción de compra de dicho terreno a coste razonable. En caso de organizaciones no lucrativas tales como las iglesias y organizaciones fraternales, el precio de compra será nominal, de conformidad con la práctica prevaleciente en el resto del territorio de la República de Panamá.

6. Si la República de Panamá requiriese de alguna de las personas antes mencionadas, que descontinúe sus actividades o desocupare su propiedad para fines públicos, será compensada por la República de Panamá según el valor justo de mercado.

7. Las disposiciones de los párrafos 2 al 6, ambos inclusive, se aplicarán a las personas naturales o jurídicas que hubieren estado de-

dicadas a actividades de negocio o no lucrativas en el territorio que constituyó la Zona del Canal, por lo menos, seis meses antes de la fecha de la firma de este tratado.

8. La República de Panamá no expedirá ni adoptará o ejecutará ninguna ley, decreto, reglamento o acuerdo internacional o acción que pretenda reglamentar o que de algún modo interfiera con el ejercicio, por parte de los Estados Unidos de América, de los derechos conferidos en este tratado o acuerdos conexos.

9. Las naves que transiten por el Canal y las cargas, pasajeros y tripulaciones transportados en tales naves, estarán exentos de todo impuesto, derecho u otro gravamen por parte de la República de Panamá. Sin embargo, en el caso en que tales naves entraren a un puerto panameño, se les podrán cobrar los cargos que por tal circunstancia correspondieren como, por ejemplo, cargos en concepto de servicios suministrados a la nave. La República de Panamá podrá también requerir a los pasajeros y a las tripulaciones que desembarquen de tales naves que paguen los impuestos, derechos y gravámenes establecidos de conformidad con las leyes panameñas para personas que ingresaren a su territorio. Tales impuestos, derechos y gravámenes serán fijados sobre una base no discriminatoria.

10. Los Estados Unidos de América y la República de Panamá cooperarán en la adopción de las medidas que de tiempo en tiempo fueren necesarias para garantizar la seguridad de La Comisión del Canal de Panamá, sus propiedades, sus empleados y los dependientes y bienes de éstos; las Fuerzas de los Estados Unidos de América y los miembros de las mismas, el componente civil de las Fuerzas de los Estados Unidos, los dependientes de miembros de las Fuerzas y del componente civil y sus bienes, y los contratistas de La Comisión del Canal de Panamá y de las Fuerzas de los Estados Unidos, sus dependientes y sus bienes. La

República de Panamá solicitará al Organo Legislativo la expedición de las leyes que se requieran para llevar a cabo los propósitos que anteceden y para sancionar a los contraventores.

11. Las Partes concluirán un acuerdo mediante el cual los nacionales de uno de los dos Estados que fueren condenados por los tribunales del otro y no estuviesen domiciliados en él, podrán optar por cumplir la sentencia en el Estado de su nacionalidad.

ARTICULO X

Empleo en La Comisión del Canal de Panamá

1. Los Estados Unidos de América, en el ejercicio de sus derechos y en el cumplimiento de sus responsabilidades como empleador, establecerán reglamentos para la contratación del personal y de su régimen de trabajo, los cuales contendrán los términos, condiciones y requisitos para todas las categorías de empleados de La Comsión del Canal de Panamá. Estos reglamentos se entregarán a la República de Panamá antes de ponerse en vigor.

2. (a) Los reglamentos establecerán un sistema de preferencias en el empleo para los solicitantes panameños que posean la pericia y calificaciones requeridas para el empleo por La Comisión del Canal de Panamá. Los Estados Unidos de América procurarán asegurar que el número de nacionales panameños empleados por La Comisión del Canal de Panamá en relación con el número total de sus empleados se ajuste a la proporción establecida para las empresas extranjeras conforme a las leyes de la República de Panamá.

(b) Los términos y condiciones de empleo que se establezcan no serán, en general, menos favorables para las personas empleadas por la Compañía del Canal de Panamá o el Gobierno de la Zona del Canal con anterioridad a la fecha de entrada en vigor de este tratado que

los vigentes inmediatamente antes de dicha fecha.

3. (a) Los Estados Unidos de América establecerán una política de empleo para La Comisión del Canal de Panamá que limitará generalmente el reclutamiento de personal fuera de la República de Panamá a personas que posean la pericia y calificación requeridas cuando éstas no puedan obtenerse en la República de Panamá.

(b) Los Estados Unidos de América establecerán programas de adiestramiento para empleados y aprendices panameños a fin de aumentar el número de nacionales panameños calificados para ocupar cargos en La Comisión del Canal de Panamá, a medida que ocurran las vacantes.

(c) Dentro del plazo de cinco años, a partir de la fecha de entrada en vigor de este tratado, el número de nacionales de los Estados Unidos de América empleados de La Comisión del Canal de Panamá que anteriormente lo habían sido de la Compañía del Canal de Panamá, será por lo menos un veinte por ciento (20%) menor que el número total de nacionales estadounidenses que se encontraban trabajando con dicha Compañía inmediatamente antes de la entrada en vigor de este tratado.

(d) Los Estados Unidos de América informarán periódicamente a la República de Panamá, por conducto de La Comisión Coordinadora, establecida de conformidad con el Acuerdo para la Ejecución del Artículo III de este tratado, sobre los cargos vacantes en La Comisión. La República de Panamá, en forma similar, proporcionará a los Estados Unidos de América la información que posea respecto de la disponibilidad de nacionales panameños que afirmen poseer la pericia y calificaciones que pudiera requerir La Comisión del Canal de Panamá para que dicha información pueda ser tenida en cuenta por los Estados Unidos de América.

4. Los Estados Unidos de América establecerán las normas de calificación sobre la pericia, entrenamiento y experiencia necesarias para La Comisión del Canal de Panamá. Al establecer dichas normas, en lo concerniente a los requisitos para licencias profesionales, los

Estados Unidos de América, sin perjuicio de su derecho de requerir pericia y calificaciones profesionales adicionales, reconocerán las licencias profesionales expedidas por la República de Panamá.

5. Los Estados Unidos de América establecerán una política para la rotación periódica, con un máximo de cinco años, para empleados ciudadanos de los Estados Unidos y otros empleados no panameños, contratados después de la entrada en vigor de este tratado. Se reconoce que, por razones administrativas fundadas, se podrán hacer ciertas excepciones a dicha política de rotación, como en el caso de los empleados que ocupen cargos que requieran cierta pericia no transferible o no reclutable.

6. No habrá discriminación en materia de salarios, prestaciones o beneficios laborales, por razón de nacionalidad, sexo o raza. Los pagos de remuneraciones adicionales o el suministro de beneficios adicionales, tales como beneficios concernientes a vacaciones en el país de domicilio, por parte de La Comisión del Canal de Panamá a personas nacionales de Estados Unidos empleadas antes de la entrada en vigor de este tratado o a personas de cualquier nacionalidad, inclusive nacionales de la República de Panamá reclutados fuera de Panamá después de la entrada en vigor de este tratado y que cambiaren su lugar de residencia, no se considerarán discriminatorios para los propósitos de este parágrafo.

7. Los empleados de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal antes de la entrada en vigor de este tratado, que resulten cesantes a consecuencia de la terminación de ciertas actividades por parte de los Estados Unidos de América de conformidad con este tratado, serán asignados en la medida de lo posible, por los Estados Unidos de América a otros cargos apropiados de su Gobierno de acuerdo con los reglamentos del Servicio Civil de los

Estados Unidos de América. En cuanto a las personas que no fueren nacionales de los Estados Unidos, los esfuerzos para colocarlos serán limitados a las actividades del Gobierno de los Estados Unidos de América en la República de Panamá. De igual modo, las personas previamente empleadas en actividades cuya responsabilidad asume la República de Panamá a consecuencia del presente tratado, continuarán siendo empleadas, en la medida de lo posible, por la República de Panamá. La República de Panamá garantizará, en la medida de lo posible, que los términos y condiciones de empleo aplicables al personal empleado en las actividades cuya responsabilidad asuma no serán menos favorables que los vigentes inmediatamente antes de la entrada en vigor de este tratado. A los nacionales no estadounidenses empleados de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal con anterioridad a la entrada en vigor de este tratado, que fueren separados involuntariamente de sus cargos a consecuencia de la cesación de una actividad en virtud de este tratado y carecieren de derecho a una pensión inmediata conforme al Sistema de Jubilación del Servicio Civil de los Estados Unidos de América, y para quienes no fuere posible continuar como empleados del Gobierno de los Estados Unidos de América en Panamá, la República de Panamá les proporcionará ayuda especial en materia de colocación en empleos para los cuales tales personas estén capacitadas por razón de experiencia y entrenamiento.

8. Las Partes convienen en establecer un sistema mediante el cual, si ambas lo consideran conveniente o deseable, La Comisión del Canal de Panamá podrá asignar ciertos empleados de la misma, por tiempo limitado, para que ayuden en la ejecución de las actividades transferidas a la República de Panamá como resultado de este tratado y sus acuerdos conexos. La República de Panamá reembolsará a los Estados Unidos de América los salarios y otros costes por el empleo de las personas

que fueren asignadas para prestar tal ayuda.

9. (a) Se reconoce el derecho de los empleados a negociar contratos colectivos con La Comisión del Canal de Panamá. Las relaciones laborales con los empleados de La Comisión del Canal de Panamá serán conducidas de acuerdo con formas de contratación colectiva establecidas por Estados Unidos de América, previa consulta con los sindicatos.

(b) Los sindicatos tendrán el derecho de afiliarse a organizaciones laborales internacionales.

10. Los Estados Unidos de América proveerán un programa de jubilación optativa apropiada y anticipada a todas las personas que fueren empleados de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal inmediatamente antes de la entrada en vigor de este tratado. En relación con esta materia, tomando en cuenta las circunstancias especiales creadas por las estipulaciones de este tratado, incluso su duración y sus efectos sobre dichos empleados, los Estados Unidos de América, en cuanto a ellos:

(a) Determinarán que se han dado las condiciones para invocar las leyes aplicables de los Estados Unidos que permiten las jubilaciones anticipadas y aplicar dicha legislación por un período considerable de la duración de este tratado;

(b) Procurarán una legislación especial que ofrezca derechos más amplios que los que concede actualmente la ley para determinar el monto de las jubilaciones.

ARTICULO XI

Disposiciones para el Período de Transición

La República de Panamá reasumirá plena jurisdicción sobre el territorio que constituyó la Zona del Canal, en la fecha de entrada en

vigor de este tratado y de conformidad con sus estipulaciones.

1. Con el fin de lograr una transición ordenada en la aplicación plena de los arreglos jurisdiccionales establecidos mediante este tratado y los acuerdos afines, las estipulaciones de este artículo serán aplicables a partir de la fecha en que este tratado entre en vigor y permanecerán en vigencia durante treinta meses calendarios. Las facultades conferidas en este artículo a los Estados Unidos de América para este período de transición complementarán y no tienen la finalidad de limitar la total aplicación y efecto de los derechos y atribuciones conferidos a los Estados Unidos de América en otras partes en este tratado y en los acuerdos afines.

2. Durante este período de transición, las leyes civiles y penales de los Estados Unidos de América serán aplicables en forma concurrente con las de la República de Panamá en ciertas de las áreas e instalaciones puestas a disposición de los Estados Unidos de América para su uso de conformidad con este tratado, de acuerdo con las siguientes disposiciones:

(a) La República de Panamá permite a las autoridades de los Estados Unidos de América tener el derecho primario de ejercer jurisdicción penal sobre ciudadanos de los Estados Unidos de América empleados de La Comisión del Canal de Panamá y sus dependientes y sobre miembros de las Fuerzas de los Estados Unidos y su componente civil y sus dependientes en los siguientes casos:

(i) por cualquier delito cometido durante el período de transición dentro de tales áreas e instalaciones, y

(ii) por cualquier delito cometido con anterioridad a dicho período en lo que constituyó la Zona del Canal. La República de Panamá tendrá el derecho primario para ejercer jurisdicción respecto de todos los demás delitos cometidos por tales personas, excepto

según se disponga lo contrario en este tratado y en acuerdos afines, o según se convenga de otro modo.

(b) Cualquiera de las Partes podrá declinar el ejercicio de derecho primario de jurisdicción en un caso o categoría de casos específicos.

3. Los Estados Unidos de América retendrán el derecho de ejercer jurisdicción en casos penales que surjan de delitos cometidos antes de la entrada en vigor de este tratado en violación de las leyes aplicables en lo que fue la Zona del Canal.

4. Durante el período de transición, los Estados Unidos de América retendrán autoridad policial y mantendrán una fuerza de policía en las áreas e instalaciones antes mencionadas. En tales áreas, las autoridades policiales de los Estados Unidos de América podrán detener a cualquier persona no sujeta a su jurisdicción primaria si se presume que tal persona ha cometido o está cometiendo un delito contra leyes o reglamentos aplicables y, sin demora, transferirán su custodia a las autoridades policiales de la República de Panamá. Los Estados Unidos de América y la República de Panamá establecerán patrullas policiales conjuntas en áreas convenidas. Cualquier arresto llevado a cabo por una patrulla conjunta será responsabilidad del miembro o de los miembros de la patrulla que representan a la Parte que tiene jurisdicción primaria sobre la persona o las personas arrestadas.

5. Los tribunales de los Estados Unidos de América y el personal relacionado con los mismos que actuaban en lo que constituyó la Zona del Canal inmediatamente antes de la entrada en vigor de este tratado, podrán continuar actuando durante el período de transición para la ejecución judicial de la jurisdicción que ejercerán los Estados Unidos de América de conformidad con este artículo.

6. En los casos civiles, los tribunales civiles de los

Estados Unidos de América en la República de Panamá no tendrán jurisdicción sobre casos nuevos de carácter privado y civil; pero retendrán plena jurisdicción durante el período de transición para decidir cualesquier casos civiles, inclusive casos de almirantazgo, ya incoados y tramitándose ante los tribunales antes de la entrada en vigor del presente tratado.

7. Las leyes, reglamentos y facultades administrativas de los Estados Unidos de América aplicables inmediatamente antes de la entrada en vigor de este tratado, en lo que constituyó la Zona del Canal, en la medida en que no fueren incompatibles con este tratado y con acuerdos afines, continuarán en vigor a los fines del ejercicio, por parte de los Estados Unidos de América, de la ejecución de las leyes y de la jurisdicción judicial sólo durante el período de transición. Los Estados Unidos de América podrán enmendar, abrogar o de cualquier otro modo modificar tales leyes, reglamentos o facultades administrativas. Las Partes celebrarán consultas respecto de cuestiones sustantivas y de procedimiento concernientes a la ejecución de este artículo, inclusive la decisión de casos pendientes al finalizar el período de transición y, a este respecto, podrán concertar acuerdos apropiados mediante canjes de notas u otros instrumentos.

8. Durante el período de transición, los Estados Unidos de América podrán seguir encarcelando personas en las áreas e instalaciones puestas a disposición de los Estados Unidos de América por la República de Panamá para su uso de conformidad con este tratado y acuerdos conexos o transferirlos a instituciones penales en los Estados Unidos de América para que cumplan sus sentencias.

ARTICULO XII

Canal a Nivel del Mar
o Tercer Juego de Esclusas

1. Los Estados Unidos de América y la República de Panamá reconocen que un canal al nivel del mar puede ser importante en el futuro para la navegación internacional. En consecuencia, durante la vigencia de este tratado, las Partes se comprometen a estudiar conjuntamente la viabilidad de dicho canal en la República de Panamá y, en caso de que decidieren favorablemente sobre la necesidad del mismo, negociarán los términos que ambas Partes pudieran acordar para la construcción de dicho canal.

2. Los Estados Unidos de América y la República de Panamá están anuentes a lo siguiente:

(a) que no se construirá un nuevo canal interoceánico en el territorio de la República de Panamá durante la vigencia del Tratado del Canal, sino conforme a las estipulaciones de este tratado o salvo acuerdo distinto de las Partes; y

(b) que durante la vigencia del Tratado del Canal, los Estados Unidos de América no negociarán con terceros Estados el derecho para la construcción de un canal interoceánico por ninguna otra ruta en el territorio del Hemisferio Occidental, salvo acuerdo distinto de las Partes.

3. La República de Panamá confiere a los Estados Unidos de América el derecho a agregar un tercer juego de esclusas al presente canal. Este derecho podrá ser ejercido en cualquier momento durante la vida del presente tratado, previa entrega a la República de Panamá de copia de los planos correspondientes por los Estados Unidos de América.

4. En el caso de que los Estados Unidos de América ejercieran el derecho expresado en el numeral tercero que antecede, podrán usar para

tal fin, además de las áreas que se ponen a disposición de los Estados Unidos de América conforme a este tratado, cualesquiera otras áreas que las Partes acuerden. Los términos y las condiciones aplicables a las áreas de operación del Canal puestas por la República de Panamá a disposición de los Estados Unidos de América para su uso conforme al Artículo III de este tratado, serán aplicables, en forma similar, a tales áreas adicionales.

5. Sin el previo consentimiento de la República de Panamá, los Estados Unidos de América no podrán utilizar técnicas nucleares de excavación para las obras antes indicadas.

ARTICULO XIII

Transferencia de Bienes y
Participación Económica de la República de Panamá

1. Al finalizar la vigencia de este tratado, la República de Panamá asumirá la plena responsabilidad de la administración, funcionamiento y mantenimiento del Canal de Panamá, el cual le será transferido en condiciones de funcionamiento, libre de gravámenes y deudas, salvo lo que convinieren las Partes.

2. Los Estados Unidos de América transfieren a la República de Panamá libre de coste, los derechos, títulos e intereses que los Estados Unidos de América pudieren tener respecto de bienes raíces, inclusive las mejoras inamovibles sobre los mismos, como se expresa a continuación:

(a) Al entrar en vigor este tratado, el Ferrocarril de Panamá y los bienes raíces ubicados en el territorio que constituyó la Zona del Canal que no estuvieren dentro de las áreas de tierras y aguas cuyo uso se pone a disposición de los Estados Unidos de América en virtud de este tratado. No obstante, se conviene en que de la transferencia en dicha fecha quedarán excluidos los edificios y otras instalaciones,

salvo viviendas, cuyo uso fuere retenido por los Estados Unidos de América de conformidad con este tratado y acuerdos afines, fuera de las áreas antes indicadas.

(b) Los bienes situados en un área o porción de ella, en el momento en que los Estados Unidos de América cesaren en el uso de la misma según convengan las Partes.

(c) Las unidades de vivienda destinadas al uso de los miembros de las Fuerzas Armadas de la República de Panamá, conforme al parágrafo 5 (b) del Anexo B del Acuerdo para la Ejecución del Artículo IV de este tratado, al momento en que las mismas fueran puestas a disposición de la República de Panamá.

(d) Al finalizar la vigencia de este tratado, la totalidad de los bienes raíces, mejoras inamovibles que hubieren sido usados por los Estados Unidos de América para los fines de este tratado y acuerdos afines y los equipos que quedaren en la República de Panamá relacionados con el manejo, funcionamiento y mantenimiento del Canal.

3. La República de Panamá conviene en liberar a los Estados Unidos de América respecto de las reclamaciones que pudieren presentar terceras personas en relación con los derechos, títulos o intereses sobre los bienes antedichos.

4. La República de Panamá recibirá adicionalmente de La Comisión del Canal de Panamá una retribución justa y equitativa por los recursos nacionales que ha dedicado al funcionamiento, manejo, mantenimiento, protección y defensa eficientes del Canal de Panamá, de acuerdo con lo siguiente:

(a) Una suma anual pagadera de las entradas por el funcionamiento del Canal calculada a la tasa de treinta centésimos de dólar de los Estados Unidos de América ($0.30) por cada tonelada neta del Canal de Panamá, o su equivalente, cobrado a cada nave sujeta al pago

de peajes que transite el Canal después de la entrada en vigor de este tratado. La tasa de treinta centésimos de dólar de los Estados Unidos de América ($0.30) por cada tonelada neta del Canal de Panamá, o su equivalente, será ajustada en proporción a los cambios en el índice de precios al por mayor de las manufacturas totales de los Estados Unidos de América durante períodos de dos años. El primer ajuste se hará a los cinco años de vigencia del presente tratado, tomando en cuenta los cambios ocurridos en el índice de precios mencionado durante los dos años inmediatamente anteriores. Posteriormente los ajustes sucesivos se efectuarán al final de cada período de dos años. En caso de que los Estados Unidos de América decidieran que otro método de índice es preferible, los Estados Unidos de América presentarán a la República de Panamá dicho método y el mismo será aplicado si fuere acordado mutuamente.

(b) Una anualidad fija de diez millones de dólares de los Estados Unidos de América ($10.000.000.00) pagadera de las entradas por el funcionamiento del Canal. Esta suma constituirá una erogación fija de La Comisión del Canal de Panamá.

(c) Una suma anual de hasta diez millones de dólares de los Estados Unidos de América ($10.000.000.00) por año, pagadera de las entradas por el funcionamiento del Canal en la medida en que dichas entradas excedan los gastos de La Comisión del Canal de Panamá incluidas las sumas pagadas conforme a este tratado. En caso de que las entradas por el funcionamiento del Canal, en cualquier año, no produjeran un superávit suficiente para satisfacer este pago, el saldo no pagado será cubierto con los superávits de operación en años futuros de una manera mutuamente convenida.

ARTICULO XIV

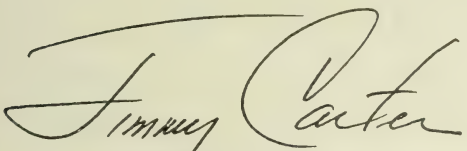
Arreglo de las Controversias

En la eventualidad de que surgiere alguna controversia concerniente a la interpretación de este tratado o acuerdos conexos, las Partes harán todo esfuerzo por resolver el asunto mediante consultas a los comités competentes establecidos de conformidad con este tratado y acuerdos conexos o, si fuese oportuno, mediante los canales diplomáticos. Cuando las Partes no pudiesen resolver un determinado asunto por dichos medios podrán, en casos apropiados, acordar someter el asunto a conciliación, mediación, arbitraje u otro procedimiento que mutuamente considerasen conveniente para el arreglo pacífico de la controversia.

DONE at Washington, this 7th day of September, 1977, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FIRMADO en Washington, el día siete de septiembre de 1977, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

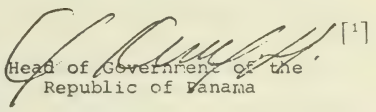
FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:



President of the
United States of America

Presidente de los
Estados Unidos de América

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:



Head of Government of the
Republic of Panama [1]

Jefe de Gobierno de la
República de Panamá

[1] Omar Torrijos Herrera.

ANNEX

Procedures for the Cessation or Transfer of Activities Carried out by the Panama Canal Company and the Canal Zone Government and Illustrative List of the Functions that may be Performed by the Panama Canal Commission

1. The laws of the Republic of Panama shall regulate the exercise of private economic activities within the areas made available by the Republic of Panama for the use of the United States of America pursuant to this Treaty. Natural or juridical persons who, at least six months prior to the date of signature of this Treaty, were legally established and engaged in the exercise of economic activities in the former Canal Zone, may continue such activities in accordance with the provisions of paragraphs 2-7 of Article IX of this Treaty.

2. The Panama Canal Commission shall not perform governmental or commercial functions as stipulated in paragraph 4 of this Annex, provided, however, that this shall not be deemed to limit in any way the right of the United States of America to perform those functions that may be necessary for the efficient management, operation and maintenance of the Canal.

3. It is understood that the Panama Canal Commission, in the exercise of the rights of the United States of America with respect to the management, operation and maintenance of the Canal, may perform functions such as are set forth below by way of illustration:

a. Management of the Canal enterprise.

b. Aids to navigation in Canal waters and in proximity thereto.

c. Control of vessel movement.

d. Operation and maintenance of the locks.

e. Tug service for the transit of vessels and dredging for the piers and docks of the Panama Canal Commission.

f. Control of the water levels in Gatun, Alajuela (Madden) and Miraflores Lakes.

g. Non-commercial transportation services in Canal waters.

h. Meteorological and hydrographic services.

i. Admeasurement.

j. Non-commercial motor transport and maintenance.

k. Industrial security through the use of watchmen.

l. Procurement and warehousing.

m. Telecommunications.

n. Protection of the environment by preventing and controlling the spillage of oil and substances harmful to human or animal life and of the ecological equilibrium in areas used in operation of the Canal and the anchorages.

o. Non-commercial vessel repair.

p. Air conditioning services in Canal installations.

q. Industrial sanitation and health services.

r. Engineering design, construction and maintenance of Panama Canal Commission installations.

s. Dredging of the Canal channel, terminal ports and adjacent waters.

t. Control of the banks and stabilizing of the slopes of the Canal.

u. Non-commercial handling of cargo on the piers and docks of the Panama Canal Commission.

v. Maintenance of public areas of the Panama Canal Commission, such as parks and gardens.

w. Generation of electric power.

x. Purification and supply of water.

y. Marine salvage in Canal waters.

z. Such other functions as may be necessary or appropriate to carry out, in conformity with this Treaty and related agreements, the rights and responsibilities of the United States of America with respect to the management, operation and maintenance of the Panama Canal.

4. The following activities and operations carried out by the Panama Canal Company and the Canal Zone Government shall not be carried out by the Panama Canal Commission, effective upon the dates indicated herein:

(a) Upon the date of entry into force of this Treaty:

(i) Wholesale and retail sales, including those through commissaries, food stores, department stores, optical shops and pastry shops;

(ii) The production of food and drink, including milk products and bakery products;

(iii) The operation of public restaurants and cafeterias and the sale of articles through vending machines;

(iv) The operation of movie theaters, bowling alleys, pool rooms and other recreational and amusement facilities for the use of which a charge is payable;

(v) The operation of laundry and dry cleaning plants other than those operated for official use;

(vi) The repair and service of privately owned automobiles or the sale of petroleum or lubricants, including the operation of gasoline stations, repair garages and tire repair and recapping facilities, and the repair and service of other privately owned property, including appliances, electronic devices, boats, motors, and furniture;

(vii) The operation of cold storage and freezer plants other than those operated for official use;

(viii) The operation of freight houses other than those operated for official use;

(ix) Commercial services to and supply of privately owned and operated vessels, including the construction of vessels, the sale of petroleum and lubricants and the provision of water, tug services not related to the Canal or other United States Government operations, and repair of such vessels, except in situations where repairs may be necessary to remove disabled vessels from the Canal;

(x) Printing services other than for official use;

(xi) Maritime transportation for the use of the general public;

(xii) Health and medical services provided to individuals, including hospitals, leprosariums, veterinary, mortuary and cemetery services;

(xiii) Educational services not for professional training, including schools and libraries;

(xiv) Postal services;

(xv) Immigration, customs and quarantine controls, except those measures necessary to ensure the sanitation of the Canal;

(xvi) Commercial pier and dock services, such as the handling of cargo and passengers; and

(xvii) Any other commercial activity of a similar nature, not related to the management, operation or maintenance of the Canal.

(b) Within thirty calendar months from the date of entry into force of this Treaty, governmental services such as:

(i) Police;

(ii) Courts; and

(iii) Prison system.

5. (a) With respect to those activities or functions described in paragraph 4 above, or otherwise agreed upon by the two Parties, which are to be assumed by the Government of the Republic of Panama or by private persons subject to its authority, the

two Parties shall consult prior to the discontinuance of such activities or functions by the Panama Canal Commission to develop appropriate arrangements for the orderly transfer and continued efficient operation or conduct thereof.

(b) In the event that appropriate arrangements cannot be arrived at to ensure the continued performance of a particular activity or function described in paragraph 4 above which is necessary to the efficient management, operation or maintenance of the Canal, the Panama Canal Commission may, to the extent consistent with the other provisions of this Treaty and related agreements, continue to perform such activity or function until such arrangements can be made.

ANEXO

Procedimientos para la Cesación o Transferencia de las Actividades llevadas a cabo por la Compañía del Canal de Panamá y el Gobierno de la Zona del Canal y Lista ilustrativa de las funciones que podrá desempeñar La Comisión del Canal de Panamá

1. Las leyes de la República de Panamá regirán el ejercicio de las actividades económicas privadas dentro de las áreas cuyo uso la República de Panamá ha puesto a disposición de los Estados Unidos de América para los fines del presente tratado. Las personas naturales o jurídicas que se hallaren establecidas y dedicadas legalmente al ejercicio de actividades económicas por lo menos seis meses antes de la firma del presente tratado en lo que constituyó la Zona del Canal, podrán continuarlas conforme se establece en los numerales 2 al 7 del artículo IX de este tratado.

2. La Comisión del Canal de Panamá no ejecutará funciones gubernamentales ni comerciales, como se estipula en el parágrafo 4 de este anexo, siempre que se entienda que ello no limita en modo alguno el derecho de los Estados Unidos de América a realizar las funciones que puedan ser necesarias para el manejo, funcionamiento y mantenimiento eficientes del Canal.

3. Queda entendido que La Comisión del Canal de Panamá en ejercicio de los derechos de los Estados Unidos de América a dirigir, manejar y mantener el Canal podrá desempeñar las funciones que, por vía de ilustración, se detallan enseguida:

(a) Dirección de la empresa del Canal

(b) Ayuda a la navegación en las aguas del Canal y sus proximidades

(c) Control del movimiento de naves

(d) Funcionamiento y mantenimiento de las esclusas

(e) Servicio de remolque para el tránsito de barcos y dragado en muelles y dársenas de La Comisión del Canal de Panamá

(f) Control del nivel del agua de los lagos Alajuela (Madden), Gatún y Miraflores

(g) Servicio de Transporte no comercial en aguas del Canal

(h) Servicio de meteorología e hidrografía

(i) Arqueo de naves

(j) Transporte y mantenimiento no comercial de motores

(k) Seguridad industrial mediante el trabajo de celadores

(l) Compra y almacenaje de provisiones

(m) Telecomunicaciones

(n) Protección del medio ambiente para prevenir y controlar el derrame de hidrocarburos y sustancias nocivas a la vida humana y animal y al equilibrio ecológico en las áreas destinadas al funcionamiento del Canal y en los fondeaderos

(o) Reparación no comercial de barcos

(p) Servicio de aire acondicionado en las instalaciones del Canal

(q) Servicio de salubridad y saneamiento industrial

(r) Diseño de ingeniería, construcción y mantenimiento de las instalaciones de La Comisión del Canal de Panamá

(s) Dragado en el cauce del Canal, los puertos terminales y las aguas adyacentes

(t) Mantenimiento de las orillas y control de las laderas del Canal

(u) Manejo no comercial de la carga en los muelles y dársenas de La Comisión del Canal de Panamá

(v) Mantenimiento de las áreas públicas de La Comisión del Canal de Panamá como los parques y jardines

(w) Generación de energía eléctrica

(x) Potabilización y suministro de agua

(y) Salvamento marino en aguas del Canal

(z) Las funciones que sean necesarias o apropiadas para realizar, de conformidad con este tratado y sus acuerdos conexos, los derechos y responsabilidades de los Estados Unidos de América con relación al manejo, funcionamiento y mantenimiento del Canal.

4. Las siguientes actividades y funciones desempeñadas por la Compañía del Canal de Panamá y el Gobierno de la Zona del Canal no serán desempeñadas por La Comisión del Canal de Panamá en las fechas indicadas a continuación:

(a) En la fecha de entrada en vigor de este tratado:

(i) Las ventas al mayor y al por menor en comisariatos, mercados, almacenes, tiendas de artículos ópticos y panaderías;

(ii) La elaboración de alimentos y bebidas, incluso la de productos lácteos y las pastelerías;

(iii) La operación de restaurantes y cafeterías públicos y las ventas de artículos mediante máquinas automáticas;

(iv) La operación de cinematógrafos, boleras, billares y otras instalaciones de diversión y recreo cuyo acceso o uso esté sujeto a pago;

(v) Las operaciones de lavanderías y tintorerías que no funcionen para usos oficiales;

(vi) La reparación y el servicio de automóviles de propiedad particular o la venta de petróleo o lubricantes incluso la operación de gasolineras y garajes de reparaciones, instalaciones para la reparación o el reencauche de neumáticos y la reparación y servicio de

otros bienes de propiedad particular, incluso aparatos electrodomésticos y electrónicos, lanchas, motores y muebles;

(vii) La operación de plantas de refrigeración y congelamiento que no funcionen para usos oficiales;

(viii) La operación de depósitos de carga que no funcionen para usos oficiales;

(ix) Los servicios y abastecimientos comerciales para embarcaciones de propiedad y uso particular, incluso la construcción de naves, la venta de petróleo y lubricantes y el suministro de agua, así como el suministro de servicios de remolque no relacionados con el Canal u otras operaciones del Gobierno de los Estados Unidos de América y la reparación de tales embarcaciones particulares salvo cuando ésta fuere necesaria para remover del Canal naves averiadas;

(x) Los servicios de imprenta no oficiales;

(xi) El transporte marítimo para uso público;

(xii) Servicios médicos y de salud suministrados a particulares, incluyendo el de los hospitales, leprosorios, veterinarios y los servicios mortuorios y de cementerios;

(xiii) Servicios educativos que no fueren para formación profesional, incluso escuelas y bibliotecas;

(xiv) Los servicios postales;

(xv) Los controles de inmigración, aduanas y cuarentenas, con exclusión de las medidas necesarias para asegurar el saneamiento del Canal;

(xvi) Los servicios comerciales de muelles y dársenas como el manejo de carga y pasajeros;

(xvii) Toda otra actividad comercial de naturaleza semejante no relacionada con el manejo, operación y mantenimiento del Canal.

(b) Dentro de los treinta meses calendarios siguientes a la

fecha de entrada en vigor de este tratado, las funciones gubernamentales tales como:

(i) El servicio de Policía;

(ii) La Administración de Justicia, y

(iii) El sistema carcelario

5. (a) Con relación a las actividades o funciones señaladas en el parágrafo 4 anterior, o de otro modo convenidas por las dos Partes, las cuales asumirán la República de Panamá o particulares sujetos a su autoridad, ambas Partes, se consultarán, antes que La Comisión del Canal de Panamá suspenda el ejercicio de dichas actividades o funciones, para concertar arreglos adecuados a la transferencia ordenada y conducción eficiente y continua de las actividades y funciones mencionadas.

(b) En caso de que no pudieren hacerse los arreglos adecuados para asegurar el funcionamiento continuo de determinada actividad o función, indicada en el parágrafo 4 anterior, que sea necesaria para el manejo, funcionamiento y mantenimiento eficientes del Canal, La Comisión del Canal de Panamá en cuanto ello fuere consistente con las demás disposiciones de este tratado y acuerdos conexos podrá continuar tal actividad o función hasta cuando dichos acuerdos puedan concertarse.

AGREED MINUTE TO THE PANAMA CANAL TREATY

1. With reference to paragraph 1(c) of Article I (Abrogation of Prior Treaties and Establishment of a New Relationship), it is understood that the treaties, conventions, agreements and exchanges of notes, or portions thereof, abrogated and superseded thereby include:

(a) The Agreement delimiting the Canal Zone referred to in Article II of the Interoceanic Canal Convention of November 18, 1903 signed at Panama on June 15, 1904.[1]

(b) The Boundary Convention signed at Panama on September 2, 1914.[2]

(c) The Convention regarding the Colon Corridor and certain other corridors through the Canal Zone signed at Panama on May 24, 1950.[3]

(d) The Trans-Isthmian Highway Convention signed at Washington on March 2, 1936,[4] the Agreement supplementing that Convention entered into through an exchange of notes signed at Washington on August 31 and September 6, 1940,[5] and the arrangement between the United States of America and Panama respecting the Trans-Isthmian Joint Highway Board, entered into through an exchange of notes at Panama on October 19 and 23, 1939.[6]

(e) The Highway Convention between the United States and Panama signed at Panama on September 14, 1950.[7]

(f) The Convention regulating the transit of alcoholic liquors through the Canal Zone signed at Panama on March 14, 1932.[8]

(g) The Protocol of an Agreement restricting use of Panama and Canal Zone waters by belligerents signed at Washington on October 10, 1914.[9]

(h) The Agreement providing for the reciprocal recognition of motor vehicle license plates in Panama and the Canal Zone entered into through an exchange of notes at Panama on December 7 and December 12, 1950,[10]and the Agreement establishing procedures for the reciprocal recognition of motor vehicle operator's licenses in the Canal Zone and Panama entered into through an exchange of notes at Panama on October 31, 1960.[11]

(i) The General Relations Agreement entered into through an exchange of notes at Washington on May 18, 1942.[12]

(j) Any other treaty, convention, agreement or exchange of notes between the United States and the Republic of Panama, or portions thereof, concerning the Panama Canal which was entered into prior to the entry into force of the Panama Canal Treaty.

2. It is further understood that the following treaties, conventions, agreements and exchanges of notes between the two Parties are not affected by paragraph 1 of Article I of the Panama Canal Treaty:

(a) The Agreement confirming the cooperative agreement between the Panamanian Ministry of Agriculture and Livestock and the United States Department of Agriculture for the prevention of foot-and-mouth disease and rinderpest in Panama, entered into by an exchange of notes signed at Panama on June 21 and October 5, 1972,[13] and amended May 28 and June 12, 1974.[14]

(b) The Loan Agreement to assist Panama in executing public marketing programs in basic grains and perishables, with annex, signed at Panama on September 10, 1975.[15]

(c) The Agreement concerning the regulation of commercial aviation in the Republic of Panama, entered into by an exchange of notes signed at Panama on April 22, 1929.[16]

(d) The Air Transport Agreement signed at Panama on March 31, 1949,[17] and amended May 29 and June 3, 1952,[18] June 5, 1967,[19] December 23, 1974, and March 6, 1975.[20]

(e) The Agreement relating to the establishment of headquarters in Panama for a civil aviation technical assistance group for the Latin American area, entered into by an exchange of notes signed at Panama on August 8, 1952.[21]

(f) The Agreement relating to the furnishing by the Federal Aviation Agency of certain services and materials for air navigation aids, entered into by an exchange of notes signed at Panama on December 5, 1967 and February 22, 1968.[22]

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(g) The Declaration permitting consuls to take note in person, or by authorized representatives, of declarations of values of exports made by shippers before customs officers, entered into by an exchange of notes signed at Washington on April 17, 1913.[23]

(h) The Agreement relating to customs privileges for consular officers, entered into by an exchange of notes signed at Panama on January 7 and 31, 1935.[24]

(i) The Agreement relating to the sale of military equipment, materials, and services to Panama, entered into by an exchange of notes signed at Panama on May 20, 1959.[25]

(j) The Agreement relating to the furnishing of defense articles and services to Panama for the purpose of contributing to its internal security, entered into by an exchange of notes signed at Panama on March 26 and May 23, 1962.[26]

(k) The Agreement relating to the deposit by Panama of ten percent of the value of grant military assistance and excess defense articles furnished by the United States, entered into by an exchange of notes signed at Panama on April 4 and May 9, 1972.[27]

(l) The Agreement concerning payment to the United States of net proceeds from the sale of defense articles furnished under the military assistance program, entered into by an exchange of notes signed at Panama on May 20 and December 6, 1974.[28]

(m) The General Agreement for Technical and Economic Cooperation, signed at Panama on December 11, 1961.[29]

(n) The Loan Agreement relating to the Panama City water supply system, with annex, signed at Panama on May 6, 1969, and amended September 30, 1971.[30]

(o) The Loan Agreement for rural municipal development in Panama, signed at Panama on November 28, 1975.[31]

(p) The Loan Agreement relating to a project for the modernization, restructuring and reorientation of Panama's educational programs, signed at Panama on November 19, 1975.[32]

(q) The Treaty providing for the extradition of criminals, signed at Panama on May 25, 1904.[33]

(r) The Agreement relating to legal tender and fractional silver coinage by Panama, entered into by an exchange of notes signed at Washington and New York on June 20, 1904,[34] and amended March 26 and April 2, 1930,[35] May 28 and June 6, 1931,[36] March 2, 1936,[37] June 17, 1946,[38] May 9 and 24, 1950,[39] September 11 and October 22, 1953, August 23 and October 25, 1961,[39] and September 26 and October 23, 1962.[39]

(s) The Agreement for enlargement and use by Canal Zone of sewerage facilities in Colon Free Zone Area, entered into by an exchange of notes signed at Panama on March 8 and 25, 1954.[40]

(t) The Agreement relating to the construction of the inter-American highway, entered into by an exchange of notes signed at Panama on May 15 and June 7, 1943.[41]

(u) The Agreement for cooperation in the construction of the Panama segment of the Darien Gap highway, signed at Washington on May 6, 1971.[42]

(v) The Agreement relating to investment guaranties under sec. 413(b)(4) of the Mutual Security Act of 1954, as amended, entered into by an exchange of notes signed at Washington on January 23, 1961.[43]

(w) The Informal Arrangement relating to cooperation between the American Embassy, or Consulate, and Panamanian authorities when American merchant seamen or tourists are brought before a magistrate's court, entered into by an exchange of notes signed at Panama on September 18 and October 15, 1947.[44]

(x) The Agreement relating to the mutual recognition of ship measurement certificates, entered into by an exchange of notes signed at Washington on August 17, 1937.[45]

(y) The Agreement relating to the detail of a military officer to serve as adviser to the Minister of Foreign Affairs of Panama, signed at Washington on July 7, 1942,[46] and extended and amended February 17, March 23, September 22 and November 6, 1959,[47] March 26 and July 6, 1962, and September 20 and October 8, 1962.[48]

their stations in the other country, entered into by an exchange of notes signed at Panama on November 16, 1966.[55]

(gg) The Convention facilitating the work of traveling salesmen, signed at Washington on February 8, 1919.[56]

(hh) The Reciprocal Agreement for gratis nonimmigrant visas, entered into by an exchange of notes signed at Panama on March 27 and May 22 and 25, 1956.[57]

(ii) The Agreement modifying the Agreement of March 27 and May 22 and 25, 1956 for gratis nonimmigrant visas, entered into by an exchange of notes signed at Panama on June 14 and 17, 1971.[58]

(jj) Any other treaty, convention, agreement or exchange of notes, or portions thereof, which does not concern the Panama Canal and which is in force immediately prior to the entry into force of the Panama Canal Treaty.

3. With reference to paragraph 2 of Article X (Employment with the Panama Canal Commission), concerning the endeavor to ensure that the number of Panamanian nationals employed in relation to the total number of employees will conform to the proportion established under Panamanian law for foreign business enterprises, it is recognized that progress in this regard may require an extended period in consonance with the concept of a growing and orderly Panamanian participation, through training programs and otherwise, and that progress may be affected from time to

(z) The Agreement relating to the exchange of official publications, entered into by an exchange of notes signed at Panama on November 27, 1941 and March 7, 1942.[49]

(aa) The Convention for the Prevention of Smuggling of Intoxicating Liquors, signed at Washington on June 6, 1924.[50]

(bb) The Arrangement providing for relief from double income tax on shipping profits, entered into by an exchange of notes signed at Washington on January 15, February 8, and March 28, 1941.[51]

(cc) The Agreement for withholding of Panamanian income tax from compensation paid to Panamanians employed within Canal Zone by the canal, railroad, or auxiliary works, entered into by an exchange of notes signed at Panama on August 12 and 30, 1963.[52]

(dd) The Agreement relating to the withholding of contributions for educational insurance from salaries paid to certain Canal Zone employees, entered into by an exchange of notes signed at Panama on September 8 and October 13, 1972.[53]

(ee) The Agreement for radio communications between amateur stations on behalf of third parties, entered into by an exchange of notes signed at Panama on July 19 and August 1, 1956.[54]

(ff) The Agreement relating to the granting of reciprocal authorizations to permit licensed amateur radio operators of either country to operate

time by such actions as the transfer or discontinuance of functions and activities.

4. With reference to paragraph 10(a) of Article X, it is understood that the currently applicable United States law is that contained in Section 8336 of Title 5, United States Code.

5. With reference to paragraph 2 of Article XI (Transitional Provisions), the areas and installations in which the jurisdictional arrangements therein described shall apply during the transition period are as follows:

(a) The Canal operating areas and housing areas described in Annex A to the Agreement in Implementation of Article III of the Panama Canal Treaty.

(b) The Defense Sites and Areas of Military Coordination described in the Agreement in Implementation of Article IV of the Panama Canal Treaty.

(c) The Ports of Balboa and Cristobal described in Annex B of the Agreement in Implementation of Article III of the Panama Canal Treaty.

6. With reference to paragraph 4 of Article XI, the areas in which the police authorities of the Republic of Panama may conduct joint police patrols with the police authorities of the United States of America during the transition period are as follows:

(a) Those portions of the Canal operating areas open to the general public, the housing areas and the Ports of Balboa and Cristobal.

(b) Those areas of military coordination in which joint police patrols are established pursuant to the provisions of the Agreement in Implementation of Article IV of this Treaty, signed this date. The two police authorities shall develop appropriate administrative arrangements for the scheduling and conduct of such joint police patrols.

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[1] 10 Bevans 678.
[2] TS 610; 38 Stat. 1893; 10 Bevans 702.
[3] TIAS 3180; 6 UST 461.
[4] TS 946; 53 Stat. 1869; 10 Bevans 778.
[5] EAS 448; 58 Stat. 1593; 10 Bevans 796.
[6] EAS 168 54 Stat. 2278; 10 Bevans 788.
[7] TIAS 3181; 6 UST 480.
[8] TS 861; 48 Stat. 1488; 10 Bevans 737.
[9] TS 597; 38 Stat. 2042; 10 Bevans 711.
[10] Not printed.
[11] TIAS 4716; 12 UST 301.
[12] EAS 452; 59 Stat. 1289.
[13] TIAS 7482; 23 UST 3108.
[14] TIAS 7888: 25 UST 1522.
[15] TIAS 8473; 28 UST 353.
[16] 10 Bevans 729.
[17] TIAS 1932; 63 Stat. 2450; 10 Bevans 857.
[18] TIAS 2551; 3 UST 4087.
[19] TIAS 6270; 18 UST 1212.
[20] TIAS 8036; 26 UST 307.
[21] TIAS 2691: 3 UST 5064.

[22] TIAS 6471; 19 UST 4731.
[23] TS 578; 10 Bevans 699.
[24] TIAS 3028; 5 UST 1520.
[25] TIAS 4234; 10 UST 1000.
[26] TIAS 5081; 13 UST 1294.
[27] TIAS 7353; 23 UST 897.
[28] TIAS 7977; 25 UST 3135.
[29] TIAS 4972; 13 UST 274.
[30] TIAS 8656; 28 UST 5711.
[31] TIAS 8925; 29 UST 2037.
[32] TIAS 8647; 28 UST 5471.
[33] TS 445; 34 Stat. 2851; 10 Bevans 673.
[34] 10 Bevans 681.
[35] 10 Bevans 731.
[36] 10 Bevans 734.
[37] 10 Bevans 771.
[38] 10 Bevans 834.
[39] Not printed.
[40] TIAS 2966; 5 UST 782.
[41] EAS 365; 57 Stat. 1298; 10 Bevans 826.
[42] TIAS 7111; 22 UST 602.
[43] TIAS 4976; 13 UST 293.
[44] Not printed.
[45] EAS 106; 50 Stat. 1626; 10 Bevans 781.
[46] EAS 258; 56 Stat. 1545; 10 Bevans 817.
[47] TIAS 4773; 12 UST 718.
[48] TIAS 5226; 13 UST 2600.
[49] EAS 243; 56 Stat. 1444; 10 Bevans 805.
[50] TS 707; 43 Stat. 1875; 10 Bevans 717.
[51] EAS 221; 55 Stat. 1363; 10 Bevans 801.
[52] TIAS 5445; 14 UST 1478.
[53] TIAS 7509; 23 UST 3495.
[54] TIAS 3617; 7 UST 2179.
[55] TIAS 6159; 17 UST 2215.
[56] TS 646; 41 Stat. 1696; 10 Bevans 714.
[57] TIAS 3573; 7 UST 905.
[58] TIAS 7142; 22 UST 815.

ACTA CONVENIDA SOBRE EL TRATADO DEL CANAL DE PANAMA

1. Con referencia al parágrafo 1 (c) del artículo I, queda entendido que los tratados, convenciones, acuerdos y canjes de notas, o partes de los mismos, que quedan abrogados y sustituidos por virtud del mismo incluyen:

(a) El Convenio que señala los linderos de la Zona del Canal al cual se refiere el artículo II de la Convención del Canal Istmico de 18 de noviembre de 1903, suscrito en Panamá el 15 de junio de 1904.

(b) La Convención de Límites suscrita en Panamá el 2 de septiembre de 1914.

(c) La Convención sobre el Corredor de Colón y ciertos otros corredores a través de la Zona del Canal, suscrita en Panamá el 24 de mayo de 1950.

(d) La Convención Sobre Carretera Transístmica suscrita en Washington el 2 de marzo de 1936; el Acuerdo Relativo a la Construcción de la Carretera Transístmica celebrado mediante canje de notas suscrito en Washington el 31 de agosto y el 6 de septiembre de 1940, y el arreglo entre Panamá y los Estados Unidos de América relativo a la Junta Mixta de la Carretera Transístmica, celebrado mediante canje de notas en Panamá el 19 y el 23 de octubre de 1939.

(e) La Convención Sobre Carreteras entre Panamá y los Estados Unidos de América suscrita en Panamá el 14 de septiembre de 1950.

(f) El Convenio que reglamenta el tránsito de licores embriagantes por la Zona del Canal suscrito en Panamá el 14 de marzo de 1932.

(g) El Protocolo de un Convenio mediante el cual se restringe el uso de las aguas de Panamá y la Zona del Canal por beligerantes, suscrito en Washington el 10 de octubre de 1914.

(h) El Acuerdo que dispone el reconocimiento recíproco de las placas para vehículos a motor en Panamá y la Zona del Canal celebrado mediante canje de notas en Panamá el 7 de diciembre y el 12 de diciembre de 1950, y el Acuerdo que establece los procedimientos para el reconocimiento recíproco de las licencias de manejo de vehículos a motor en Panamá y la Zona del Canal, celebrado mediante canje de notas en Panamá el 31 de octubre de 1960.

(i) El Acuerdo sobre Relaciones Generales celebrado mediante canje de notas en Washington el 18 de mayo de 1942.

(j) Cualquier otro tratado, convención, acuerdo o canje de notas entre la República de Panamá y los Estados Unidos o partes de los mismos, referentes al Canal de Panamá que haya sido celebrado con anterioridad a la entrada en vigor del Tratado del Canal de Panamá.

2. Queda entendido, además, que no quedan afectados por el párrafo 1 del artículo I del Tratado del Canal de Panamá los siguientes tratados, convenciones, acuerdos y canjes de notas entre las Partes:

(a) El Acuerdo mediante el cual se confirma el Acuerdo de Cooperación entre el Ministerio de Agricultura y Ganadería de la República de Panamá y el Departamento de Agricultura de los Estados Unidos para la prevención de la fiebre aftosa y la peste bovina en Panamá, concertado mediante un canje de notas, firmado en Panamá el 21 de junio y el 5 de octubre de 1972, y enmendado el 28 de mayo y el 12 de junio de 1974.

(b) El Acuerdo de Préstamos para ayudar a Panamá a poner en práctica programas de mercadeo público en lo que se refiere a cereales y bienes perecederos básicos, con anexo, firmado en Panamá el 10 de septiembre de 1975.

(c) El Acuerdo relacionado con la regulación de la aviación comercial en la República de Panamá, concertado mediante un canje de

notas, firmado en Panamá el 22 de abril de 1929.

(d) El Convenio de Aviación Civil firmado en Panamá el 31 de marzo de 1949 y enmendado el 29 de mayo y el 3 de junio de 1952, el 5 de junio de 1967, el 23 de diciembre de 1974, y el 6 de marzo de 1975.

(e) El Acuerdo relacionado con el establecimiento de una oficina regional en Panamá para un grupo de ayuda técnica en materia de aviación civil, para el área Latinoamericana, concertado mediante un canje de notas, firmado en Panamá el 8 de agosto de 1952.

(f) El Acuerdo relacionado con el suministro por la Agencia Federal de Aviación de ciertos materiales y servicios del tipo de ayuda a la aeronavegación, concertado mediante un canje de notas, firmado en Panamá el 5 de diciembre de 1967 y el 22 de febrero de 1968.

(g) La Declaración por la cual se permite a los cónsules tomar nota en persona, o por medio de sus representantes autorizados, de declaraciones de valores de exportaciones hechas por embarcadores ante funcionarios de aduanas, concertada mediante un canje de notas, firmado en Washington el 17 de abril de 1913.

(h) El Acuerdo relacionado con la concesión de privilegios arancelarios a funcionarios consulares, concertado mediante un canje de notas, firmado en Panamá el 7 y el 31 de enero de 1935.

(i) El Acuerdo relacionado con la venta al Gobierno de Panamá de equipo militar, materiales y servicios, concertado mediante un canje de notas, firmado en Panamá el 20 de mayo de 1959.

(j) El Acuerdo relacionado con el suministro de materiales y servicios militares a Panamá con el fin de contribuir a su seguridad interna, concertado mediante un canje de notas, firmado en Panamá el 26 de marzo y el 23 de mayo de 1962.

(k) El Acuerdo relacionado con el depósito, por parte del

Gobierno de Panamá, del 10% del valor de la ayuda militar concedida y excedentes de artículos de defensa suministrados por los Estados Unidos, concertado mediante un canje de notas, firmado en Panamá el 4 de abril y el 9 de mayo de 1972.

(l) El Acuerdo relacionado con el pago a los Estados Unidos del producto neto derivado de la venta de artículos militares suministrados en virtud del programa de ayuda militar, concertado mediante un canje de notas, firmado en Panamá el 20 de mayo y el 6 de diciembre de 1974.

(m) El Acuerdo General sobre Cooperación Técnica y Económica, firmado en Panamá el 11 de diciembre de 1961.

(n) El Acuerdo sobre Préstamos relacionado con el sistema de abastecimiento de agua potable a la ciudad de Panamá, con anexo, firmado en Panamá el 6 de mayo de 1969 y enmendado el 30 de septiembre de 1971.

(o) El Acuerdo sobre Préstamos para el desarrollo municipal rural en Panamá, firmado en Panamá el 28 de noviembre de 1975.

(p) El Acuerdo sobre Préstamos relacionado con un proyecto para la modernización, reestructuración y reorientación de los programas educativos de Panamá, firmado en Panamá el 19 de noviembre de 1975.

(q) El Tratado sobre extradición de personas acusadas de delitos, firmado en Panamá el 25 de mayo de 1904.

(r) El Acuerdo relativo a la acuñación por la República de Panamá de moneda fraccionaria de plata y a su curso legal, concertado mediante un canje de notas firmadas en Washington y Nueva York el 20 de junio de 1904, y modificado el 26 de marzo y el 2 de abril de 1930, el 28 de mayo y el 6 de junio de 1931, el 2 de marzo de 1936, el 17 de junio de 1946, el 9 y el 24 de mayo de 1950, el 11 de septiembre y el 22 de octubre de 1953, el 23 de agosto y el 25 de octubre de 1961, y

el 26 de septiembre y el 23 de octubre de 1962.

(s) El Acuerdo para la ampliación y uso por la Zona del Canal de un sistema del alcantarillado en el Area de la Zona Libre de Colón, concertado mediante un canje de notas, firmado en Panamá el 8 y el 25 de marzo de 1954.

(t) El Acuerdo relacionado con la construcción de la Carretera Interamericana, celebrado mediante un canje de notas, firmado en Panamá el 15 de mayo y el 7 de junio de 1943.

(u) El Acuerdo de cooperación en la construcción de la porción en Panamá de la carretera del Tapón de Darién, firmado en Washington el 6 de mayo de 1971.

(v) El Acuerdo relacionado con las garantías de inversión de conformidad con la Sección 413(b) (4) de la Ley de Seguridad Mutua de 1954, como ha sido reformada, celebrado mediante un canje de notas, firmado en Washington el 23 de enero de 1961.

(w) El Arreglo Informal relacionado con la cooperación entre la Embajada o el Consulado de los Estados Unidos y las autoridades panameñas en los casos en que tripulantes de la marina mercante o turistas norteamericanos fueren llevados ante un tribunal de justicia, celebrado mediante un canje de notas, firmado en Panamá el 18 de septiembre y el 15 de octubre de 1947.

(x) El Acuerdo relacionado con el reconocimiento recíproco de certificados de arqueo del tonelaje de las naves, concertado mediante un canje de notas, firmado en Washington el 17 de agosto de 1937.

(y) El Acuerdo relacionado con la asignación de un oficial militar para actuar como asesor del Ministro de Relaciones Exteriores de Panamá, firmado en Washington el 7 de julio de 1942, y prorrogado y modificado el 17 de febrero, el 23 de marzo, el 22 de septiembre, el 6 de noviembre de 1959, el 26 de marzo, el 6 de julio de 1962, el 20 de sep-

tiembre y el 8 de octubre de 1962.

(z) El Acuerdo relacionado con el intercambio de publicaciones oficiales, concertado mediante un canje de notas, firmado en Panamá el 27 de noviembre de 1941 y el 7 de marzo de 1942.

(aa) La Convención para la Prevención del Contrabando de Bebidas Alcohólicas, firmada en Washington el 6 de junio de 1924.

(bb) El Arreglo que dispone la exención de doble tributación del impuesto sobre la renta en relación con las actividades navieras, celebrado mediante un canje de notas, firmado en Washington el 15 de enero, el 8 de febrero y el 28 de marzo de 1941.

(cc) El Acuerdo sobre la retención del impuesto sobre la renta de la República de Panamá, derivado de remuneraciones pagadas a panameños empleados en la Zona del Canal en el canal, el ferrocarril u obras auxiliares, celebrado mediante un canje de notas, firmado en Panamá el 12 y el 30 de agosto de 1963.

(dd) El Acuerdo relacionado con la retención del impuesto de seguro educativo sobre los salarios pagados a determinados empleados de la Zona del Canal, celebrado mediante un canje de notas, firmado en Panamá el 8 de septiembre y el 13 de octubre de 1972.

(ee) El Acuerdo relacionado con las comunicaciones por radio entre estaciones de aficionados en nombre de terceras personas, celebrado mediante un canje de notas, firmado en Panamá el 19 de julio y el 1° de agosto de 1956.

(ff) El Acuerdo relacionado con el otorgamiento de autorizaciones recíprocas que permiten a los radioaficionados de cualquiera de los dos países operar sus estaciones de radio en el otro país, celebrado mediante un canje de notas, firmado en Panamá el 16 de noviembre de 1966.

(gg) La Convención mediante la cual se facilita la labor de los agentes viajeros, firmado en Washington el 8 de febrero de 1919.

(hh) El Acuerdo Recíproco sobre visas gratis para no inmigrantes, celebrado mediante un canje de notas, firmado en Panamá el 27 de marzo, el 22 y 25 de mayo de 1956.

(ii) El Acuerdo mediante el cual se modifica el Acuerdo del 27 de marzo y del 22 y 26 de mayo de 1956 sobre las visas gratis para no inmigrantes, celebrado mediante un canje de notas, firmado en Panamá el 14 y el 17 de junio de 1971.

(jj) Cualquier otro tratado, convenio, acuerdo o canje de notas, o partes de los mismos, que no conciernan al Canal de Panamá y que estuvieren en vigor inmediatamente antes de la entrada en vigencia del Tratado del Canal de Panamá.

3. Con relación al párrafo 2 del artículo X concerniente al propósito de asegurar que el número de nacionales panameños empleados en relación al número total de empleados se ajustará a la proporción establecida según la ley panameña para empresas extranjeras, se reconoce que el progreso en este sentido puede requerir un período prolongado cónsono con el concepto de una participación panameña creciente y ordenada, mediante programas de adiestramiento y de otro modo y que el progreso puede ser afectado de tiempo en tiempo por acciones tales como la transferencia o descontinuación de funciones y actividades.

4. Con relación al párrafo 10 (a) del artículo X, queda entendido que la ley de Estados Unidos actualmente aplicable es la contenida en el artículo 8336 del título 5 del Código de Estados Unidos.

5. Con relación al párrafo 2 del artículo XI, las áreas e instalaciones en las cuales serán aplicables los arreglos jurisdiccionales allí descritos durante el período de transición, son las siguientes:

(a) Las áreas de funcionamiento del Canal y las áreas de

Artículo III del Tratado del Canal de Panamá.

(b) Los Sitios de Defensa y las Areas de Coordinación Militar descritas en el Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

(c) Los puertos de Balboa y Cristóbal descritos en el Anexo B del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá.

6. Con relación al párrafo 4 del artículo XI, las áreas en las cuales las autoridades policiales de la República de Panamá podrán realizar patrullajes policiales conjuntos con las autoridades policiales de los Estados Unidos de América durante el período de transición son las siguientes:

(a) Las partes de las áreas de funcionamiento del Canal abiertas al público en general, las áreas de viviendas y los Puertos de Balboa y Cristóbal.

(b) Las áreas de coordinación militar en las cuales se establecen patrullajes policiales conjuntos de conformidad con las disposiciones del Acuerdo para la Ejecución del Artículo IV de este tratado, suscrito en esta fecha. Las dos autoridades policiales desarrollarán los arreglos administrativos apropiados para programar y realizar dichos patrullajes policiales conjuntos.

[related letter]

DEPARTMENT OF STATE
Ambassador at Large
Washington

September 7, 1977

Dear Ambassador Escobar:

As was discussed during our negotiations, I am pleased to furnish information on the application of the Wholesale Price Index referred to in paragraph 4 (A) of Article XIII of the new Panama Canal Treaty.

The Wholesale Price Index for Total Manufactured Goods of the United States is understood by the United States to refer to the seasonally adjusted figure for Total Manufactured Goods found in Table 3, "Wholesale Price Indexes for Selected Groupings Unadjusted and Seasonally Adjusted," of the monthly report of the Department of Labor "Wholesale Prices and Price Indexes." Enclosed is a copy of the latest monthly report published by the Department of Labor entitled "Wholesale Prices and Price Indexes" which describes the method of calculation of the indexes.

The new rate shall be determined by multiplying the rate of 30 cents per Panama Canal ton by a fraction the numerator of which is the average index for the twelve months ending the biennial period and the denominator of which is the average index of the twelve months preceding the first biennial period.

Sincerely,

Ellsworth Bunker

Ellsworth Bunker

Enclosure:

Wholesale Prices and Price Indexes

His Excellency
Romulo Escobar Bethancourt
Chief Treaty Negotiator for Panama

PANAMA

Panama Canal Treaty: Implementation of Article III

Agreement signed at Washington September 7, 1977;
Entered into force October 1, 1979.
With agreed minute.

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General Map of the Land and Water Areas for the Operation and Defense of the Panama Canal . . . . . Pocket

AGREEMENT IN IMPLEMENTATION OF ARTICLE III OF THE PANAMA CANAL TREATY[1]

Whereas, pursuant to Article III of the Panama Canal Treaty, signed this date, the Republic of Panama, as territorial sovereign, grants to the United States of America the rights necessary to manage, operate, and maintain the Panama Canal,

The United States of America and the Republic of Panama have agreed upon the following:

[1] TIAS 10030; *ante,* p. 139.

ARTICLE I

Definitions

For the purposes of this Agreement it shall be understood that:

1. "Panama Canal Commission" (hereinafter referred to as "the Commission") means the agency or agencies of the Government of the United States responsible for carrying out the responsibilities and rights of the United States under the Panama Canal Treaty with respect to the management, operation, and maintenance of the Panama Canal.

2. "United States citizen employees" means (a) nationals of the United States, to whom United States passports have been issued, who are employed by the Commission and assigned for duty in the Republic of Panama (including employees of other civilian agencies of the United States who are on temporary duty with the Commission or are otherwise visiting the area on official business of the United States), and (b) other categories of persons which may be agreed upon by the two Parties.

3. "Dependents" means the spouse and children of United States citizen employees, and other relatives who depend on them for their subsistence and who habitually live with them under the same roof.

ARTICLE II

Coordinating Committee

1. A Coordinating Committee shall be established upon the entry into force of this Agreement to be composed of one representative of the United States and one representative of the Republic of Panama, of equal authority within the Committee, each of whom may have one or more deputies, on a parity basis.

2. The Coordinating Committee shall perform the functions specifically indicated by the provisions of this Agreement, and others entrusted to it by both Governments concerning implementation of this Agreement.

3. The Coordinating Committee shall establish its rules of procedure within the spirit of this Agreement and may designate such subcommittees as it may deem necessary for the fulfillment of its functions.

4. The Coordinating Committee shall be organized so that it may meet promptly and at any time upon request of the representative of the United States or of the Republic of Panama. The Coordinating Committee shall send periodic reports on its activities to the Governments of the United States and the Republic of Panama.

5. The Coordinating Committee shall refer any matters which it has not been able to resolve to the two Governments for their consideration through appropriate channels.

ARTICLE III

Use of Land and Water Areas

1. Canal Operating Areas: With respect to the areas and installations described in paragraph 1 of Annex A of this Agreement (hereinafter referred to as the "Canal operating areas"), the following provisions will be applicable:

(a) The United States shall have the right to use such areas and installations for the purposes of exercising its rights and fulfilling its responsibilities, under the Panama Canal Treaty and related agreements, concerning the management, operation and maintenance of the Panama Canal, and for such other purposes as the two Parties may agree upon.

(b) The United States shall have the right to use any portion of the Canal operating areas for military training, when such use is determined by the United States to be compatible with continued efficient operation of the Panama Canal.

2. Housing Areas: The areas and installations set forth in paragraph 2 of Annex A of this Agreement (hereinafter referred to as "housing areas") shall be dedicated to the primary purpose of housing United States citizen employees and dependents. The housing areas shall be administered in accordance with the regime of civil coordination established in Article VI of this Agreement.

3. Accessory Facilities and Installations: The United States may continue to use those accessory facilities or installations used in connection with the management, operation

and maintenance of the Canal on the date this Agreement enters into force, but which are located outside the areas and installations otherwise made available for the use of the United States pursuant to the Panama Canal Treaty. A description of such facilities is set forth in paragraph 3 of Annex A to this Agreement. The United States, at its expense, may maintain, improve, replace, expand or remove these facilities and installations. The United States shall have unimpeded access to these and all other facilities and installations used in connection with the management, operation, or maintenance of the Canal.

4. Anchorages: The United States shall have free and unimpeded access to and use of the anchorages described in paragraph 4 of Annex A, for the purposes of exercising its rights and fulfilling its responsibilities concerning the movement and anchoring of vessels under the Panama Canal Treaty and related agreements. The United States may own, use, operate, inspect, maintain or replace equipment, facilities and navigational aids in these areas. The United States shall have the right to increase the size of the anchorages as may be necessary or convenient, within the areas described in paragraph 5 of Annex A.

5. Special Areas: Those additional land and water areas set forth in paragraph 6 of Annex A are subject to the procedures set forth in Article IV of this Agreement in order that activities incompatible with the efficient management, operation, or maintenance of the Canal shall be precluded.

6. Annex A of this Agreement shall be examined every five years or by agreement between the two Parties, and shall be revised by exchange of notes or other instrument to reflect any agreed elimination or change in areas. The United States may notify the Republic of Panama at any time that the use of an area, or of a specified portion thereof, or other right granted by the Republic of Panama, is no longer required. Under such circumstances, such use or other right shall cease on the date determined by the two Parties.

7. (a) The United States may, at any time, remove from the Republic of Panama, or, in accordance with such conditions as may be agreed upon by the two Parties, dispose of in the Republic of Panama, any equipment, material, supplies or other removable property brought into, acquired or constructed in the Republic of Panama by or for the Commission. In case of disposal within the Republic of Panama, preference will be given to the Government of the Republic of Panama.

(b) All equipment, installations, material, supplies or removable property left by the United States in an area made available under this Agreement beyond 90 days from the date the use of such area by the United States ceases shall, unless agreed otherwise by the two Parties, become the property of the Republic of Panama.

8. The Commission may employ watchmen to protect the security of selected installations within the areas made available for the use of the United States under this Agreement, it being understood that such installations do not

include housing or other installations not devoted to the management, operation or maintenance of the Panama Canal. Such watchmen shall not have powers of arrest or other general police powers. They may, however, temporarily detain persons believed to be committing or to have just committed an offense against applicable laws or regulations, and shall promptly transfer custody to the appropriate police authorities. The Commission shall provide to the authorities of the Republic of Panama through the Coordinating Committee a list identifying the individuals employed by it as watchmen, and shall promptly notify the Republic of Panama of any changes in such list. In the performance of their duties, such watchmen shall not bear firearms except handguns.

9. The Coordinating Committee shall constitute the means of communication and information between the two Parties with regard to matters pertaining to the implementation of this Article.

ARTICLE IV

Licensing of Other Land Uses

1. Without prejudice to the rights of the United States concerning use of areas and installations within the Republic of Panama under the Panama Canal Treaty and related agreements, the areas and installations set forth in Annex A may be used for other purposes compatible with the continuous efficient management, operation and maintenance of the Panama Canal, under land use licenses to be issued by the Republic of Panama in accordance with the following procedure:

(a) The Republic of Panama shall refer to the Coordinating Committee any requests it may receive from private concerns, or from agencies of the Republic of Panama, to undertake specific activities within the areas subject to this procedure.

(b) If the United States and the Republic of Panama, acting through the Coordinating Committee, determine that the proposed use, including its terms and conditions, is compatible with the continuous efficient management, operation and maintenance of the Panama Canal, the Republic of Panama shall issue a revocable land license for the specific use agreed upon. The United States must approve the license, in writing, before it becomes effective.

2. The Republic of Panama may terminate the land license for reasons arising under its laws.

3. At any time that the United States decides that a licensed land use is no longer compatible with the continuous efficient management, operation, or maintenance of the Panama Canal, or that the licensed area is necessary for a Panama Canal Treaty-related purpose, it may withdraw its concurrence in the land license, at which time the Republic of Panama shall cause the license to be terminated.

4. In the event that the United States withdraws its concurrence in a land license issued under the procedure established in this Article, the Republic of Panama shall take all measures necessary to ensure that the area is promptly vacated, in accordance with such rules as may be established by the two Parties through the Coordinating Committee.

5. The provisions of this Article shall not limit in any manner the authority of the United States to use the areas made available for its use under this Agreement, or to permit their use by its contractors, in the exercise of its rights and the fulfillment of its responsibilities under the Panama Canal Treaty and related Agreements.

ARTICLE V

Balboa and Cristobal Ports and the Panama Railroad

1. As provided in Article XIII of the Panama Canal Treaty, all right, title and interest of the United States in property, installations and equipment in the Ports of Balboa and Cristobal, the boundaries of which are set forth in paragraph 1 of Annex B of this Agreement, is transferred without charge to the Republic of Panama.

2. The Republic of Panama shall have the responsibility for the management, operation and maintenance of the Ports of Balboa and Cristobal, subject, however, to the following terms and conditions:

(a) The Republic of Panama shall exercise all jurisdictional rights over vessels within the lands and waters areas of the Ports of Balboa and Cristobal. Movement of vessels to or from the piers and docks of the Ports of Balboa and Cristobal shall be subject to appropriate approval by the port authorities of the Republic of Panama.

(b) The Republic of Panama grants to the United States the following technical powers: the authority and responsibility for marine traffic control within the waters

of the Canal operating areas and defense sites and within the Ports of Balboa and Cristobal and to or from and within the anchorages and emergency beaching areas. Such authority and responsibility of the United States includes the right to require that vessels moving in such waters be under the direction of Commission pilots.

(c) The United States may use, for the management, operation, maintenance, protection and defense of the Canal, those port installations and equipment managed, operated, and maintained by the Republic of Panama which are described in paragraph 2 of Annex B of this Agreement. The Republic of Panama shall maintain such port installations and equipment in efficient operating condition.

(d) The United States is guaranteed use of the Port installations described in paragraph 3 of Annex B of this Agreement for normal maintenance of its equipment, in accordance with schedules established by the Commission or, when necessary for emergency repairs, at any time. The United States may use its employees to perform services in such installations. United States use of such installations and equipment shall be free of cost other than reimbursement for labor and services provided to the United States at rates which shall not exceed those charged the most favored customer on a commercial basis.

(e) In order to facilitate the optimum scheduling of vessel transits, the Republic of Panama shall ensure that vessels transiting the Canal receive port services at Balboa and Cristobal on a priority basis.

(f) The Republic of Panama shall control and supervise the activities to be carried out under its responsibility in the Ports of Balboa and Cristobal to ensure that such activities are compatible with the efficient management, operation, maintenance, protection and defense of the Canal. The Republic of Panama shall take the measures necessary to prevent, or to terminate, any activity that is incompatible with such purposes.

(g) In the event of emergencies relating to the protection and defense of the Canal, the Republic of Panama shall, at the request of the United States, make the installations and equipment of the Naval Industrial Reserve Shipyard available, without delay, to the United States for as long as may be necessary. In any such case, the United States shall reimburse the Republic of Panama for labor or services provided to it at rates which shall not exceed those charged the most favored customer on a commercial basis.

3. As provided in Article XIII of the Panama Canal Treaty, all right, title and interest of the United States in the property, installations and equipment of the Panama Railroad is transferred without charge to the Republic of Panama.

4. The Republic of Panama shall have the responsibility for the management, operation, and maintenance of the Panama Railroad (hereinafter referred to as "the Railroad"), subject, however, to the following terms and conditions:

(a) The Republic of Panama shall maintain the Railroad in efficient operating condition. The Railroad will continue to provide the levels and frequency of service

necessary for efficient management, operation, and maintenance, and effective protection and defense of the Canal.

(b) The United States shall have the right to use and maintain the existing installations, including the 44KV electrical transmission lines and towers, and to construct, use and maintain additional installations along the Railroad right of way, and may have access thereto for such purposes.

(c) The Republic of Panama shall permit the United States to use the Railroad and its equipment, on a priority basis, for the purposes of maintaining such transmission lines and other installations, and of transporting equipment, supplies and personnel related to the management, operation, maintenance, or protection and defense of the Canal. The United States shall pay the costs resulting from such use in accordance with rates which shall not exceed those charged by the Railroad to its most favored customer on a commercial basis.

(d) Spur tracks, sidings and related equipment serving the installations in areas made available to the United States pursuant to the Panama Canal Treaty shall remain the responsibility of the United States. Railroad access to such trackage shall be subject to the approval of the responsible United States authorities.

(e) If the Republic of Panama decides, at any time, that its continued operation of the Railroad at the minimum levels of service agreed upon by the two Parties is no longer viable, the United States shall have the right to reassume management and operation of the Railroad.

5. A Ports and Railroad Committee, to be established as a subcommittee of the Coordinating Committee in accordance with paragraph 3 of Article II of this Agreement and composed of an equal number of representatives of each Party, shall be responsible inter alia for coordination of the activities of the Panama Canal Commission and the National Port Authority of the Republic of Panama concerning the operation of the Ports of Balboa and Cristobal and the Panama Railroad, and shall have the following functions:

(a) To consider and, upon agreement, to coordinate the termination of United States rights with respect to the use of areas or installations in, or in the vicinity of, the Ports of Balboa and Cristobal which the Republic of Panama might desire to use for port activities, or with respect to the use of areas and installations appertaining to the Railroad.

(b) To consider and, upon agreement, to coordinate any change in the use of lands or waters in the Ports of Balboa and Cristobal or in areas or installations appertaining to the Railroad, or any initiation of, change in, or termination of Port or Railroad services. Consequently, changes in the use of such lands and waters and the initiation of, changes in, or termination of such services shall occur only in accordance with the decisions reached by the Ports and Railroad Committee. Until such time as the Committee agrees upon new levels and frequency of Railroad services, the levels and frequency of service scheduled for 1977 shall be maintained.

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(c) To maintain adequate standards of safety, fire prevention and oil pollution. Until such time as the Committee issues new regulations, the safety, fire prevention and oil pollution standards in force prior to the entry into force of this Agreement shall remain in force.

(d) To establish procedures and mechanisms to facilitate the movement of vessels in accordance with the rights and responsibilities of the Parties set forth in paragraph 2 above.

(e) To coordinate the use by the United States of those installations specified in paragraph 3 of Annex B that are located within the Ports of Balboa and Cristobal and the activities of the National Port Authority of the Republic of Panama in these Ports.

In considering these matters, the representatives of the two Parties on the Ports and Railroad Committee shall be guided by the principle that the operation of the Ports and Railroad shall be consistent with the continued efficient management, operation, maintenance, protection and defense of the Canal.

ARTICLE VI

Regime of Civil Coordination
For Housing Areas

1. As provided in Article XIII of the Panama Canal Treaty, title to all housing within the housing areas, owned by the Panama Canal Company immediately prior to the entry into force of this Agreement, is transferred to the Republic of Panama. The housing areas shall, however, continue to be

dedicated, for the duration of this Agreement, to the primary purpose of housing employees of the Commission in accordance with the provisions of this Article.

2. The Republic of Panama hereby places at the disposal of the United States, without cost, the use of such housing, within the housing areas, as the United States may deem necessary for United States citizen employees and dependents throughout the duration of this Agreement. The United States may continue to manage, maintain, improve, rent and assign such housing for United States citizen employees and dependents.

3. The use of housing units beyond those required by the United States for housing United States citizen employees and dependents at the date of entry into force of this Agreement,[1] shall pass to the Republic of Panama on that date. Within five years from the entry into force of this Agreement, the use of at least twenty percent of the housing units located in the former Canal Zone, formerly owned by the Panama Canal Company, shall have passed to the Republic of Panama. Thereafter, the use of additional units shall pass to the Republic of Panama in accordance with the following schedule:

(a) Within ten years from the entry into force of this Agreement, the use of a total of at least thirty percent of such units shall have passed.

(b) Within fifteen years, the use of a total of at least forty-five percent shall have passed.

(c) Within twenty years, the use of a total of at least sixty percent shall have passed.

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[1] Oct. 1, 1979.

4. In order to protect the interests and welfare of employees of the United States who are not United States citizen employees and who, on the date of entry into force of this Agreement, are occupying housing units, the use of which is transferred to the Republic of Panama, the Republic of Panama shall give such persons the following special treatment:

(a) The opportunity to occupy, by lease or rental, or in the event the Republic of Panama decides to sell, to acquire by purchase at reasonable prices, the units which they are occupying on the date of entry into force of this Agreement;

(b) In cases of purchase, the opportunity to obtain long-term financing arrangements.

(c) In cases where continued occupancy of a particular housing unit is not feasible, the opportunity to obtain other adequate housing within such areas at reasonable cost, on a preferential or priority basis.

5. In addition to housing its United States citizen employees and dependents, the United States may use the housing areas for other purposes related to the management, operation and maintenance of the Canal. The housing areas may also be used for other activities complementary to or compatible with the primary purpose of housing employees of the Commission under revocable land licenses to be issued in accordance with the procedures set forth in Article IV of this Agreement.

6. In coordination with the appropriate authorities of the Republic of Panama, the Commission may continue to provide public services such as maintenance of streets, sidewalks and other public areas within the housing areas. Since the utilities systems in the housing areas are fully integrated with those of the Canal, the Commission shall, on behalf of the utilities agencies of the Republic of Panama, continue to provide utilities such as power, water, and sewers to industrial and commercial enterprises and other persons in the area, other than United States citizen employees and dependents. The utilities agencies of the Republic of Panama shall be responsible for setting rates for and billing such customers, and shall reimburse the Commission for its cost in providing such services.

7. The Coordinating Committee shall serve as the channel for consultation and coordination between the two Parties with respect to matters arising under the regime of civil coordination established in this Article.

ARTICLE VII

Water Rights

1. The United States shall have unimpaired use, free of cost, of the waters of the Canal and of Alajuela (Madden), Gatun and Miraflores Lakes, and of the waters of their tributary streams, for the purposes of the management, operation and maintenance of the Panama Canal, including the generation of electric power, spilling to provide flood or pollution control, and the supplying of potable water,

taking into account the needs of the Republic of Panama for potable water.

2. The United States may:

(a) Raise the surface of Alajuela (Madden) Lake to 260 feet above precise level datum (PLD) and of Gatun Lake to 100 feet above PLD, and lower the surfaces of these lakes down to elevations of 190 feet and 76 feet, respectively, for the purposes stated in paragraph 1 of this Article. The Parties shall consult and coordinate concerning the measures necessary to assure the supply of potable water to the Republic of Panama.

(b) Erect, operate, maintain, improve, expand, remove and replace rainfall and river gauging stations in the watersheds of the lakes and their tributaries, the data and information obtained from which shall be made available promptly to the Republic of Panama.

(c) Maintain and improve the saddle dams serving Gatun, Miraflores and Alajuela (Madden) Lakes and any new impoundment areas. The Republic of Panama agrees to take the necessary measures to prevent any activity that might endanger the stability of the saddle dams.

(d) Apply herbicides and conduct other water weed control and sanitation programs in the lakes, their watershed and tributaries. In the conduct of these programs the United States shall take into account the environmental protection and water standards of the Republic of Panama to the extent feasible and consistent with the efficient management, operation and maintenance of the Canal.

(e) Conduct flood control operations, to include periodic flushing of the rivers, and a routine maintenance program up to the 100 foot contour line along the Chagres River between Gamboa and Madden Dam, and up to the 30 foot contour line along the Chagres River between Gatun Dam and the Caribbean Sea.

(f) Use such land and water areas as may be necessary for the purpose of constructing new dams, including the proposed Trinidad, Manguito Point, and Panama Railroad Causeway dams, and impounding such water as may be required to develop and regulate the water supply of the Canal for the purposes stated in paragraph 1 of this Article. If new dams are constructed in accordance with this Agreement, any generation of electric power in connection with such dams shall be the prerogative of the Republic of Panama in the manner agreed upon between the two Parties.

3. The Republic of Panama shall take the necessary measures to ensure that any other land or water use of the Canal's watershed will not deplete the water supply necessary for the continuous efficient management, operation or maintenance of the Canal, and shall not interfere with the water use rights of the United States in the Canal's watershed.

ARTICLE VIII

Social Security

1. Concerning Social Security and retirement benefits applicable to employees of the Commission who are not United

States citizen employees, the following provisions shall apply:

(a) Such persons who are employed by the Commission subsequent to the entry into force of this Agreement shall, as of their date of employment, be covered by the Social Security System of the Republic of Panama.

(b) Such persons who were employed prior to the entry into force of this Agreement by the Panama Canal Company or Canal Zone Government and who were covered under the Civil Service Retirement System of the United States shall continue to be covered by that system until their retirement or until the termination of their employment with the Commission for any other reason.

(c) The Commission shall collect and transfer in a timely manner to the Social Security System of the Republic of Panama the employer's and employees' contributions for those of its employees who are covered by the Social Security System of the Republic of Panama.

2. Concerning health benefits applicable to employees of the Commission who are not United States citizen employees and who are covered by the Civil Service Retirement System of the United States the following provisions shall apply:

(a) For the duration of a transitional period of thirty calendar months following the entry into force of this Agreement, all such persons shall continue to be provided health insurance and medical benefits under the same general arrangements in effect prior to the entry into force of this Agreement.

(b) At the termination of the aforementioned transitional period, none of the above-mentioned persons shall be eligible to receive health or medical benefits from facilities operated by the United States in the Republic of Panama.

(c) Such persons shall have the right, during the aforementioned transitional period, to elect either to continue their coverage under the Federal Employees' Health Benefits Plan or to terminate their coverage under that program and enroll in the Health and Maternity Benefits Program under the Social Security System of the Republic of Panama, effective upon the termination of the transitional period.

(d) The Commission shall collect and transfer in a timely manner to the Social Security System of the Republic of Panama the employer's and employees' contributions to the Health and Maternity Benefits Program of that institution for such persons who enroll in that program. The employer's contribution shall be equal to that which the employer would have paid had the employee continued under the Federal Employees Health Benefits Plan.

3. (a) Following the entry into force of this Agreement, employees of the Panama Canal Company or Canal Zone Government, regardless of their nationality, who become employees of the Republic of Panama as the result either of a transfer of a function or activity to the Republic of Panama from the Panama Canal Company or Canal Zone Government or through job placement efforts of the Commission or the Republic of Panama, shall be covered by the Social

Security System of the Republic of Panama through a special regime identical in eligibility requirements, benefits, and employer/employee contributions to the United States Civil Service Retirement System in which the employee was previously enrolled.

(b) In those instances in which an employee has been separated from employment with the Commission and is due a refund of his contributions to the Civil Service Retirement System of the United States, said refund shall, upon the written request of the employee, be transferred by the Civil Service authorities of the United States to the Social Security System of the Republic of Panama for the purpose of the employee's purchase of an equity, which shall be financially equal to the total of the amounts transferred.

(c) When such employee of the Panama Canal Company or Canal Zone Government, regardless of his nationality, is separated from his employment with the Commission as the result of the implementation of the Panama Canal Treaty and becomes an employee of the Republic of Panama as the result either of a transfer of a function or activity to the Republic of Panama from the Panama Canal Company or the Canal Zone Government or through a job placement assistance program, and elects to purchase an equity in the Social Security System of the Republic of Panama, through a special regime identical in requirements for eligibility, benefits, and employer/employee contributions to the Civil Service Retirement System of the United States in which the employee was previously enrolled, the United States shall provide an

equal sum to assist the employee in acquiring such an equity, provided, however, that:

(i) The employee is not eligible for an immediate retirement annuity under the United States Civil Service Retirement System.

(ii) The employee has not elected a deferred annuity under the United States Civil Service Retirement System.

(iii) The employee has been credited with at least five years of Federal service under the United States Civil Service Retirement System.

(iv) The employee elects to withdraw the entire amount of his capitalized contributions to the Civil Service Retirement System of the United States and transfer them to the Social Security System of the Republic of Panama.

(v) The contribution provided by the United States shall be the same as the amount withdrawn by the employee from the United States Civil Service Retirement Fund and contributed by the employee to the Panamanian Social Security System.

(d) Employees eligible for an immediate annuity under the Civil Service Retirement System of the United States shall begin to receive retirement pay at the time of their termination of their employment by the Government of the United States.

4. Except as otherwise provided in the Panama Canal Treaty or this Agreement, there shall be no loss or limitation of rights, options and benefits to which employees of

the Commission who were employed by the Panama Canal Company or the Canal Zone Government may be entitled under applicable laws and regulations of the United States as a result of their participation in the Civil Service Retirement System of the United States. These rights, options and benefits include the rights, where appropriate under applicable laws and regulations of the United States, to optional or voluntary retirement, discontinued service retirement following involuntary separation, disability retirement, and deferred retirement.

5. Non-United States citizen employees of the Panama Canal Commission who were, prior to the entry into force of this Agreement, employed by the Panama Canal Company or the Canal Zone Government, and who continue to be covered by the United States Civil Service Retirement System, shall continue to be covered by United States Workmen's Compensation and may, if they so desire, continue their coverage under the Federal Employees' Group Life Insurance program in the same manner as prior to the entry into force of this Agreement.

ARTICLE IX

Acquisition of Panamanian Supplies and Services

1. In procuring supplies and services, the Commission shall give preference to those obtainable in the Republic of Panama. Such preference shall apply to the maximum extent possible when such supplies and services are available as required, and are comparable in quality and price to those

which may be obtained from other sources. For the comparison of prices there shall be taken into account the cost of transport to the Republic of Panama, including freight, insurance and handling, of the supplies and services which compete with Panamanian supplies and services. In the acquisition of goods in the Republic of Panama, preference shall be given to goods having a larger percentage of components of Panamanian origin.

2. Any regulations which may be necessary to carry out this preference shall be agreed upon in the Coordinating Committee.

ARTICLE X

Telecommunications

1. The Republic of Panama, in the exercise of its sovereign power over telecommunications, authorizes the United States, for the duration of this Agreement, to use communications networks and communications-electronics installations within the Canal operating areas, and the radio frequencies authorized or in use, and transportable equipment in use, immediately prior to the entry into force of this Agreement and as may be necessary for its requirements, in order to accomplish the purposes of the management, operation and maintenance of the Canal, and as the two Parties may otherwise agree. The Coordinating Committee may adopt regulations to govern the use of such transportable equipment outside of such areas.

2. The Republic of Panama also authorizes the United States to use installations such as those described in the

preceding paragraph already existing outside the Canal operating areas, including those operated and maintained by the United States Forces or by contractors, which serve to accomplish the purposes of the management, operation or maintenance of the Canal, and as the two Parties may otherwise agree. The United States authorities shall have access to such installations for appropriate operation, maintenance and replacement.

3. Upon the termination of this Agreement, all telecommunication equipment and facilities necessary for purposes of operation of the Canal, which are the property of the United States, shall be transferred to the Republic of Panama. The United States, after consultation with the Republic of Panama, will institute a program to train Panamanian na- of Panama, will institute a program to train Panamanian nationals to operate and maintain such telecommunications equipment, including ship-to-shore facilities.

4. Provided that they are available and suitable for the purpose, the Commission shall use, to the maximum extent practicable, the telecommunications services of public or private enterprise in the Republic of Panama in order to meet its growth needs, but the applicable rates shall be no less favorable than those charged to governmental agencies of the Republic of Panama.

5. The United States shall provide the Republic of Panama a list of all frequencies authorized or in use by it pursuant to this Article. This list shall be submitted

through the Coordinating Committee in ascending frequency order and shall contain as a minimum information concerning the power, bandwidth, and type of emission being used in those frequencies.

6. The Republic of Panama undertakes not to authorize the use of any frequency which would interfere with those in use by or for the Commission or which it may use in the future in accordance with the Panama Canal Treaty and this Agreement.

7. All provisions regarding telecommunications in this Article shall be in accordance with the obligations of both Parties as members of the International Telecommunication Union[1] and with the various relevant international agreements to which both are parties.

8. Any communication with the International Telecommunication Union regarding the subject matter of this Article shall be effected exclusively by the Republic of Panama.

9. The Coordinating Committee may adopt any further regulations as may be necessary to implement the provisions of this Article, including necessary technical coordination.

ARTICLE XI

Contractors and Contractors' Personnel

1. Whenever the Commission enters into contracts for the performance of services or the procurement of supplies, it shall adhere to the preferences for Panamanian sources set forth in Article IX of this Agreement.

[1] TIAS 8572; 28 UST 2495.

2. Whenever contracts are awarded by the Commission to natural persons who are nationals or permanent residents of the United States or to corporations or other legal entities organized under the laws of the United States and under the effective control of such persons, such contractors shall be so designated by the United States and such designations shall be communicated to the authorities of the Republic of Panama through the Coordinating Committee. Designated contractors shall be subject to the laws and regulations of the Republic of Panama except with respect to the special regime established by this Agreement, which includes the following obligations and benefits:

(a) The contractor must engage exclusively in activities related to the execution of the work for which he has been contracted by the Commission or related to other works or activities authorized by the Republic of Panama.

(b) The contractor must refrain from carrying out practices which may constitute violations of the laws of the Republic of Panama.

(c) The contractor shall enter and depart from the territory of the Republic of Panama in accordance with procedures prescribed for United States citizen employees in Article XII of this Agreement.

(d) The contractor must obtain a document indicating his identity as a contractor which the proper authorities of the United States shall issue when they are satisfied he is duly qualified. This certificate shall be sufficient to permit him to operate under Panamanian law as a contractor of the United States. Nevertheless, the

authorities of the Republic of Panama may require the registration of the appropriate documents to establish juridical presence in the Republic of Panama.

(e) The contractor shall not be obliged to pay any tax or other assessment to the Republic of Panama on income derived under a contract with the Commission, so long as he is taxed in the United States at a rate substantially equivalent to the corresponding taxes and assessments of the Republic of Panama.

(f) The contractor may move freely within the Republic of Panama, and shall have exemptions from customs duties and other charges, as provided for United States citizen employees in Articles XIV and XVI of this Agreement.

(g) The contractor may use public services and installations in accordance with the terms and conditions of Article XIII of this Agreement and, on a non-discriminatory basis, shall pay the Republic of Panama highway tolls and taxes on plates for private vehicles.

(h) The contractor shall be exempt from any taxes imposed on depreciable assets belonging to him, other than real estate, which are used exclusively for the execution of contracts with the United States.

(i) The contractor may use the services and facilities provided for in Articles X and XVIII of the Agreement in Implementation of Article IV of the Panama Canal Treaty,[1] signed this date, to the extent such use is authorized by the United States; provided, however, that after five years from the entry into force of this Agreement, the use of military postal services by such contractors

[1] TIAS 10032; *post*, p. 307.

shall be limited to that related to the execution of contracts with the United States.

3. The Commission shall withdraw the designation of a contractor when any of the following circumstances occur:

(a) Completion or termination of the contracts with the Commission.

(b) Proof that during the life of the contract such contractors have engaged in the Republic of Panama in business activities not related to their contracts with the United States nor authorized by the Republic of Panama.

(c) Proof that such contractors are engaged in practices which in the view of the Republic of Panama constitute serious violations of the laws of the Republic of Panama.

4. The authorities of the United States shall notify the authorities of the Republic of Panama whenever the designation of a contractor has been withdrawn. If, within sixty days after notification of the withdrawal of the designation of a contractor who entered the territory of the Republic of Panama in the capacity of a contractor, the authorities of the Republic of Panama require such contractor to leave its territory, the United States shall ensure that the Republic of Panama shall not incur any expense due to the cost of transportation.

5. The provisions of this Article shall similarly apply to the subcontractors and to the employees of the contractors and subcontractors and their dependents who are nationals or residents of the United States. These employees and dependents shall not be subject to the Panamanian Social Security system.

ARTICLE XII

Entry and Departure

1. The United States may bring into the territory of the Republic of Panama United States citizen employees and dependents for the specific purposes of the Panama Canal Treaty and as the two Parties may agree upon.

2. In order to enter or leave the territory of the Republic of Panama, such persons shall be required to bear only a valid passport and a special entry/exit permit issued by the Republic of Panama. Such documentation, upon entry into or departure from the territory of the Republic of Panama, shall be presented to the appropriate authorities of the Republic of Panama.

3. Such entry/exit permits shall authorize the bearer an unlimited number of entries into and exits from the territory of the Republic of Panama for the duration of the employment or other duties with the Commission of the bearer, or of his sponsor. Such permits shall remain valid until such time as United States authorities notify the appropriate authorities of the Republic of Panama of the termination of the employment or duties with the Commission of the bearer, or of his sponsor.

4. The Republic of Panama agrees to issue such special entry/exit permits to the persons described in paragraph 1 of this Article, upon written request by the authorities of the United States, and to implement special procedures to ensure such expeditious issuance.

5. Whenever the status of any person described in paragraph 1 of this Article is altered so that he is no longer entitled to remain in the territory of the Republic of Panama, the authorities of the United States shall promptly notify the authorities of the Republic of Panama, and shall ensure that the special entry/exit permit in question is returned to the Republic of Panama. If requested by the Republic of Panama within a period of sixty days following such notice, the authorities of the United States shall ensure that transportation of any such person from the Republic of Panama will be provided at no cost to the Republic of Panama.

6. The persons described in paragraph 1 of this Article shall be exempted from fiscal charges relating to their entry, stay in, or departure from the territory of the Republic of Panama, except for non-discriminatory charges established or which may be established for use of airports. Similarly, they shall be exempted from obligatory services established in favor of the Republic of Panama. They shall not acquire any right to permanent residence or domicile in the Republic of Panama.

7. United States citizen employees who enter the Republic of Panama to execute professional services exclusively for the United States, or on its behalf, shall not be subject to the licensing regimes of the Republic of Panama, but their professional activity shall be limited to such services with the United States for the specific purposes of the Panama Canal Treaty, or as the two Parties may otherwise agree.

ARTICLE XIII

Services and Installations

1. The Commission, its United States citizen employees and dependents may use the public services and installations belonging to or regulated by the Republic of Panama, and the terms and conditions of use, prices, rates and tariffs and priorities shall not be unfavorable in relation to those charged other users.

2. The Commission may use the facilities and services of the United States Forces for official purposes and may establish and operate the supporting services and facilities it requires within the areas used under this Agreement, and exceptionally, with the authorization of the Republic of Panama, outside such areas.

3. The United States may furnish to United States citizen employees and dependents the services provided for in Article XVIII of the Agreement in Implementation of Article IV of the Panama Canal Treaty signed this date, and authorize their use of the facilities provided for in Article X and Article XI of that Agreement provided, however, that their use of military postal services, commissaries, and military exchanges may not be authorized after five years from the entry into force of this Agreement.

4. The facilities and services of the Commission may be made available, exclusively for official purposes, to other agencies of the Government of the United States operating in the Republic of Panama, including the United States Forces.

ARTICLE XIV

Movement, Licenses, and Registration of Vessels, Aircraft and Vehicles

1. (a) When in the performance of official duties, the vessels and aircraft operated by or for the Commission may move freely through Panamanian air space and waters, without the obligation of payment of taxes, tolls, landing or pier charges or other charges to the Republic of Panama except for reimbursement for specific services requested and received and without any other impediment.

(b) Such vessels and aircraft shall be exempt from customs inspections or other inspections. Whenever they carry cargo, crews or passengers who are not entitled to the exemptions provided for in this Agreement, timely notice shall be given to the appropriate authorities of the Republic of Panama. Both Parties shall adopt procedures to ensure that the customs laws and regulations of the Republic of Panama are not violated.

2. (a) (i) Similarly, the vehicles and equipment of the Commission may, when in the performance of official duties, move freely in the Republic of Panama, without the obligation of payment of taxes, tolls or other charges to the Republic of Panama and without any other impediment. Such vehicles and equipment shall be exempt from mechanical or other inspection.

(ii) Claims arising from damage caused by the Commission to the Panamanian road network outside the Canal operating areas, in excess of the usual wear and tear by

reason of time and its appropriate use, shall be settled as provided for in Article XVIII of this Agreement.

(b) Such vehicles and equipment of the Commission shall not be assessed any license or registration fees. These vehicles shall bear means of identification as may be agreed upon by the Coordinating Committee, to be issued under the authority of said Coordinating Committee and distributed by the Commission.

3. (a) The plates, individual marks and registration documents issued by the United States for vehicles, trailers, vessels and aircraft which are the property of the Commission shall be accepted by the Republic of Panama.

(b) The Republic of Panama shall recognize as sufficient the valid licenses, permits, certificates or other official classifications from the United States, possessed by operators of vehicles, vessels and aircraft which are property of the United States.

4. (a) The vehicles, trailers, vessels and aircraft belonging to the United States citizen employees or dependents shall also move freely within the Republic of Panama, in compliance with the traffic regulations and those regarding the annual mechanical inspection. The license plate fee and other obligations shall not be discriminatory.

(b) The Republic of Panama shall issue the appropriate documents of title and registration of vehicles, trailers, vessels and aircraft which are the property of United States citizen employees or dependents when the latter present title and registration issued by the federal

or state authorities of the United States or by the authorities of the former Canal Zone. Applicants may retain such documents provided they leave with the authorities of the Republic of Panama a copy authenticated by the Commission, duly translated into Spanish. While the corresponding request is being processed and within a term which may not exceed ninety days after entry into force of this Agreement or after the arrival of the means of transportation mentioned above in the Republic of Panama, it may be operated with the plates or distinctive marks issued by the federal or state authorities of the United States or by the authorities of the former Canal Zone.

(c) United States citizen employees and dependents who bear valid documents such as drivers' licenses, vessel operators' permits, amateur radio licenses, or licenses and classifications of air pilots issued by the federal or state authorities of the United States or by the authorities of the former Canal Zone, shall receive equivalent Panamanian licenses, permits and classifications without being subjected to new tests or payments of new fees. The applicants may retain the licenses, permits and classifications of the United States or the former Canal Zone provided that they leave with the authorities of the Republic of Panama a copy authenticated by the Commission and duly translated into Spanish. United States citizen employees and dependents shall be permitted to drive vehicles, vessels or aircraft in the Republic of Panama with such licenses, permits and classifications during the ninety days following the entry into force of this Agreement or their

first arrival in the Republic of Panama. During this period the processing of the application in the Republic of Panama for a driver's license, vessel operator's permit, or license and classification as an air pilot shall be completed.

(d) The Panamanian licenses, permits or classifications shall be valid for the period of time indicated in the Panamanian law and, during the continuous presence of the bearer in the Republic of Panama, shall, to preserve their validity, be renewed in accordance with Panamanian laws. Whenever Panamanian laws require medical certifications for the renewal of licenses, permits or classifications, the Republic of Panama shall accept the certifications issued by the medical services of the United States, provided that said certifications are submitted in Spanish translation.

(e) The Republic of Panama shall issue drivers' licenses, vessel operators' permits, and licenses and other classifications of air pilots to United States citizen employees and dependents when they do not possess valid documents. If any test is required as a prerequisite for the issuance of the documents mentioned, the Republic of Panama shall permit the interested persons to take the examination in Spanish or in English. Any material which the Republic of Panama may generally issue in preparation for such examinations shall be furnished, in Spanish or in English, as the applicant may request. The fees for such documents shall not be discriminatory.

5. The Coordinating Committee may agree on rules and procedures that may be necessary to implement this Article.

ARTICLE XV

Taxation

1. By virtue of this Agreement, the Commission, its contractors and subcontractors are exempt from payment in the Republic of Panama of all taxes, fees or other charges on their activities or property.

2. United States citizen employees and dependents shall be exempt from any taxes, fees, or other charges on income received as a result of their work for the Commission. Similarly, they shall be exempt from payment of taxes, fees or other charges on income derived from sources outside the Republic of Panama.

3. United States citizen employees and dependents shall be exempt from taxes, fees or other charges on gifts or inheritance or on personal property, the presence of which within the territory of the Republic of Panama is due solely to the stay therein of such persons on account of their or their sponsor's work with the Commission.

4. The Coordinating Committee may establish such regulations as may be appropriate for the implementation of this Article.

ARTICLE XVI

Import Duties

1. Except for the exemptions provided for in this Agreement, United States citizen employees and dependents shall be subject to the customs laws and regulations of the Republic of Panama.

2. All property imported for the official use or benefit of the Commission, including that imported by its contractors or subcontractors in connection with the various activities authorized under this Agreement, shall be exempt from the payment of all customs duties or other import taxes and charges and from all license requirements. The Commission shall issue a certificate, following the form adopted by the Coordinating Committee, stating that the property being imported is for these purposes.

3. Property consigned to or imported for the personal use of United States citizen employees or dependents shall be subject to the payment of import duties or other import taxes, except for the following:

(a) Furniture, household goods and personal effects imported by such persons for their private use within six months following their first arrival in the Republic of Panama.

(b) Vehicles imported by such persons for their private use. The Coordinating Committee shall establish the limitations on the quantity and frequency of additional imports of vehicles and shall authorize such importation of at least one vehicle every two years.

(c) A reasonable quantity of articles for the private use of such persons, imported as personal baggage or sent into the Republic of Panama through the mails.

(d) Such other imports as may be expressly authorized by the competent authorities of the Republic of Panama at the request of the Commission.

4. The exemptions granted in paragraph 3 of this Article shall apply only to cases involving the importation of articles exempted at the time of entry and shall not be construed as obligating the Republic of Panama to reimburse customs duties and domestic taxes collected by the Republic of Panama in connection with purchases of goods from Panamanian sources subsequent to their importation.

5. Customs inspections shall not be made in the following cases:

(a) United States citizen employees travelling on official business who enter or depart from the Republic of Panama;

(b) Official documents under official seal, and mail sent through the military postal channels of the United States;

(c) Cargo consigned to the Commission.

6. Property imported under this Article and subsequently transferred to a person who is not entitled to duty-free importation shall be subject to the payment of import duties and other taxes according to the laws and regulations of the Republic of Panama.

7. All property imported into the Republic of Panama free of customs duties and other taxes pursuant to paragraphs 2 and 3 of this Article may be exported free of customs duties, export permits, export taxes, and other assessments. All property acquired in the Republic of Panama by, or in the name of, the Commission, or acquired by United States citizen employees or dependents for their private use, may be exported free of customs duties, export licenses, and other export taxes or charges.

8. The authorities of the United States agree to cooperate with the authorities of the Republic of Panama and shall take all steps within their legal authority necessary to prevent the abuse of the privileges granted under this Article to United States citizen employees or dependents, which measures may include dismissal of such employees.

9. In order to prevent violations of the customs laws and regulations of the Republic of Panama, the two Parties agree as follows:

(a) The competent authorities of the United States and the authorities of the Republic of Panama shall mutually assist one another in the conduct of investigations and the collection of evidence.

(b) The authorities of the United States shall take, within their legal authority, all necessary measures to ensure that articles subject to seizure by or in the name of the customs authorities of the Republic of Panama are delivered to these authorities.

(c) The authorities of the United States shall take, within their legal authority, all necessary measures to ensure the payment by United States citizen employees, and dependents, of such import duties, taxes, and fines as may be duly determined by the authorities of the Republic of Panama.

10. Vehicles and articles belonging to the Commission that are seized from a person by the authorities of the Republic of Panama in connection with a violation of its customs or tax laws or regulations shall be delivered to the competent authorities of the Commission.

11. The Coordinating Committee will constitute the means of communication and information between the two Parties with regard to matters pertaining to the implementation of this Article.

ARTICLE XVII

Surveys

The United States may carry out topographic, hydrographic, agrologic and other surveys (including the taking of aerial photographs) within the areas made available for the use of the United States pursuant to this Agreement and within the watershed basin of Gatun, Alajuela (Madden) and Miraflores Lakes. Surveys in other areas of the Republic of Panama shall require authorization from the Republic of Panama and shall be carried out in the manner agreed upon in the Coordinating Committee. The Republic of Panama shall, at its option, designate a representative to be present during such surveys. The United States shall furnish a copy of the data resulting from such surveys to the Republic of Panama at no cost.

ARTICLE XVIII

Claims

1. (a) Each Party shall settle claims against it for damage to any property owned and used by the other Party in the following circumstances:

(i) If the damage was caused by an employee of the Government, against which the claim is made, in the performance of his official duties; or

(ii) If the damage arose from the use of any vehicle, vessel or aircraft owned and used by the said Government, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

(b) If it is not settled in due course, the claim may be pursued through diplomatic channels. Both Parties hereby waive the collection of any claims for an amount less than $1,400 U.S. or B/.1,400, whichever may be the currency of greater value.

2. In cases of maritime salvage, each Party waives its claims against the other if the vessel or cargo salved was the property of the other Party and was used for official purposes.

3. For the purposes of this Article, any vessel chartered, requisitioned or seized in prize by a Party shall be considered its property (except to the extent that the risk of loss or liability is assumed by some other person than such Party).

4. United States citizen employees shall be subject to the jurisdiction of the civil courts of the Republic of Panama except in matters which arise from the performance of their official duty. In cases in which payment has been accepted in full satisfaction of the claim, the civil courts of the Republic of Panama shall dismiss any proceeding concerning such matter.

5. Non-contractual claims arising from damages caused in the performance of their official duties by employees of the Commission to third parties shall be presented by the injured party through the Coordinating Committee to the appropriate authorities of the Commission for settlement. The authorities of the Republic of Panama may submit advice and recommendations on Panamanian law to the claims authorities of the Commission for their use in evaluating liability and amount of damages. The Commission shall assure payment of the appropriate damages, if any are due.

6. Contractual claims against the Commission shall be settled in accordance with the dispute clause of the contracts, and in the absence of such clause, through presentation of claims to the Commission.

7. The Commission shall require contractors and subcontractors referred to in Article XI of this Agreement to obtain appropriate insurance to cover the civil liabilities that may be incurred in the territory of the Republic of Panama as a result of acts or omissions done in the performance of official duty by their employees. The Coordinating Committee shall establish the general standards for such insurance.

8. The authorities of both Parties shall cooperate in the investigation and procurement of evidence for a fair disposition of claims under this Article.

ARTICLE XIX

Criminal Jurisdiction

1. The Republic of Panama shall exercise, in the manner herein indicated, its jurisdiction over United States citizen employees and dependents with respect to all offenses arising from acts or omissions committed by them within the territory of the Republic of Panama and punishable under the laws of the Republic of Panama.

2. Concerning offenses committed by United States citizen employees or dependents that are punishable under the laws of both Parties, the authorities of the United States may request the Republic of Panama to waive its jurisdiction in favor of the authorities of the United States. Said authorities shall, in their request, state the reasons therefor, and the Republic of Panama shall give favorable consideration to such requests in the following cases:

(a) If the offense arises out of an act or omission done in the performance of official duty. In such cases, when requested by the authorities of the Republic of Panama or when the authorities of the United States may deem it necessary, the latter shall issue a certificate establishing that the offense originated from an act or omission occurring in the performance of official duty. The Republic of Panama shall consider this certificate as sufficient proof for the purposes of this paragraph, or shall request a review by the Coordinating Committee, within ten days of the date of receipt of the certificate. The Coordinating Committee shall complete its review within ten days from the

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date of receipt of the request, except when more thorough consideration may be necessary, in which case the Coordinating Committee shall complete its review within thirty days. A substantial deviation from the duties which a person is required to perform in a specific mission shall generally indicate an act or omission not occurring in the performance of official duty and, consequently, the authorities of the United States will not consider it necessary to issue a certificate of official duty.

(b) If the offense is solely against the property or security of the United States and is committed in a Canal operating area or in a housing area. It is understood that offenses against the security of the United States include: treason or sabotage against the United States, espionage or violation of any law relating to official secrets of the United States or to secrets relating to the national defense of the United States.

3. In any case in which the authorities of the Republic of Panama waive jurisdiction to the United States, or in cases in which the offense constitutes a crime under the laws of the United States, but not under the laws of the Republic of Panama, the accused United States citizen employee or dependent shall be tried outside of the territory of the Republic of Panama.

4. (a) The authorities of the Republic of Panama shall notify the authorities of the United States as promptly as possible of the arrest of any United States citizen employee or dependent.

(b) The following procedures shall govern the custody of an accused United States citizen employee or dependent over whom the Republic of Panama is to exercise its jurisdiction:

(i) If the accused is detained by the authorities of the Republic of Panama he shall, except when charged with murder, rape, robbery with violence, trafficking in drugs, or crimes against the security of the Panamanian State, be handed over on request to the authorities of the United States in whose custody he shall remain until completion of all judicial proceedings and thereafter until custody is requested by authorities of the Republic of Panama for the execution of a sentence.

(ii) When charged with murder, rape, robbery with violence, trafficking in drugs, or crimes against the security of the Panamanian State, the accused will remain in the custody of the authorities of the Republic of Panama. In these cases, the authorities of the Republic of Panama shall give sympathetic consideration to requests for custody by the authorities of the United States.

5. (a) The authorities of the United States shall give full consideration to special requests made by the authorities of the Republic of Panama regarding conditions of custody of any detainee in the custody of the United States.

(b) When the accused is in the custody of the authorities of the United States, he must, upon request by the authorities of the Republic of Panama, be made available to them for the purposes of investigation and trial. This obligation of the United States to ensure the appearance of

an accused United States citizen employee, or dependent shall be deemed to satisfy the bail requirement set by the laws of the Republic of Panama.

6. (a) The authorities of the United States and of the Republic of Panama shall assist each other in carrying out all necessary investigations of offenses and in the collection and production of evidence, including the seizure and, in proper cases, the delivery of objects connected with an offense and the appearance of witnesses as necessary.

(b) The authorities of the United States and of the Republic of Panama shall, upon request by the other Party, inform each other of the status of cases referred to under the provisions of this Article.

7. As is provided in the laws of the Republic of Panama, a United States citizen employee or a dependent who has been convicted by a Panamanian court shall not be subject to the death penalty or to any form of cruel and unusual punishment or treatment.

8. When an accused United States citizen employee or dependent has been tried in accordance with the provisions of this Article by the authorities of the United States or by the authorities of the Republic of Panama and has been acquitted, or has been convicted and is serving, or has served, his sentence, or has been pardoned, he shall not be tried again for the same offense within the territory of the Republic of Panama.

9. Whenever an accused United States citizen employee or a dependent is tried by the authorities of the Republic of Panama he shall be entitled to the procedural guarantees listed in Annex C of this Agreement.

10. During the detention by the authorities of the Republic of Panama of a United States citizen employee or a dependent the authorities of the Republic of Panama shall permit members of his immediate family to visit him weekly. Material and medical assistance (such as food, clothing and comfort items) which the authorities of the United States and members of his immediate family may consider desirable, and any other assistance which is in accordance with or allowed by Panamanian prison regulations, may be provided to him on such visits.

11. The Coordinating Committee will constitute the channel of communication and information between the two Parties with regard to matters pertaining to the implementation of this Article.

ARTICLE XX

General Provisions

1. The activities of the United States in the Republic of Panama shall be carried out with adequate attention to public health and safety, and consequently, within the areas made available for the use of the United States under this Agreement, the authorities of the United States shall have the right to take appropriate sanitation measures. The authorities of the United States shall cooperate with the authorities of the Republic of Panama for these purposes.

2. United States citizen employees and dependents may bear private arms in accordance with applicable Panamanian laws and regulations.

3. The Commission shall establish regulations to provide for the handling of matters under its competence in the English and Spanish languages, as appropriate.

ARTICLE XXI

Duration

This Agreement shall enter into force simultaneously with the entry into force of the Panama Canal Treaty,[1] signed this date, and shall remain in force throughout the period that the aforesaid Treaty remains in force.

[1] Oct. 1, 1979.

ACUERDO PARA LA EJECUCION DEL ARTICULO III
DEL TRATADO DEL CANAL DE PANAMA

INTRODUCCION

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ANEXO A

ANEXO B

ANEXO C -GARANTIAS PROCESALES

Por cuanto, de conformidad con el artículo III del Tratado del Canal de Panamá, suscrito en esta fecha, la República de Panamá, como soberano territorial, confiere a los Estados Unidos de América los derechos necesarios para el manejo, funcionamiento y mantenimiento del Canal de Panamá,

La República de Panamá y los Estados Unidos de América han acordado lo siguiente:

ARTICULO I

Definiciones

Para los fines de este acuerdo, queda entendido que:

1. La Comisión del Canal de Panamá, que en adelante se denominará La Comisión, es la agencia o agencias del Gobierno de los Estados Unidos encargada de ejercer las responsabilidades y derechos de los Estados Unidos conforme al Tratado del Canal de Panamá respecto al manejo, funcionamiento y mantenimiento del Canal de Panamá.

2. Los empleados ciudadanos de los Estados Unidos significa:

(a) Los nacionales de los Estados Unidos a quienes se les expidan pasaportes de dicho Estado, que fueren empleados por La Comisión y que hubieren sido asignados para el desempeño de sus funciones en la República de Panamá. Este término comprende a empleados de otros organismos civiles de los Estados Unidos que presten servicios temporales en La Comisión o que estuvieren visitando el área por asuntos oficiales de los Estados Unidos;

(b) Las otras categorías de personas que las Partes pudieran acordar.

3. Dependientes: El cónyuge y los hijos de empleados ciudadanos de los Estados Unidos y otros parientes que dependan de ellos para su subsistencia y que vivan habitualmente con ellos bajo el mismo techo.

ARTICULO II

Comisión Coordinadora

1. Al entrar en vigor este acuerdo, se establecerá una Comisión Coordinadora compuesta por un representante de la República de Panamá y otro de los Estados Unidos, con autoridad igual dentro de la Comisión, cada uno de los cuales, tendrá uno o más auxiliares sobre base paritaria.

2. La Comisión Coordinadora ejercerá las funciones específicamente señaladas en las disposiciones de este acuerdo y otras que le sean encomendadas por ambos Gobiernos para la ejecución del mismo.

3. La Comisión Coordinadora adoptará su reglamento en armonía con el espíritu de este acuerdo y podrá designar las subcomisiones que considere necesarias para el cumplimiento de sus funciones.

4. La Comisión Coordinadora será organizada de modo que pueda reunirse con prontitud en cualquier momento, a solicitud del representante de la República de Panamá o del de los Estados Unidos. La Comisión Coordinadora enviará a los Gobiernos de la República de Panamá y de los Estados Unidos informes periódicos acerca de sus actividades.

5. La Comisión Coordinadora referirá a la consideración de ambos Gobiernos, mediante los conductos apropiados, los asuntos que no haya podido resolver.

ARTICULO III

Uso de Tierras y Aguas

1. Areas para el funcionamiento del Canal: Con respecto a las áreas e instalaciones descritas en el párrafo 1 del Anexo A de este acuerdo, en lo sucesivo llamadas las áreas para el funcionamiento del Canal, serán aplicables las disposiciones siguientes:

(a) Los Estados Unidos tendrán el derecho de usar esas áreas e instalaciones para ejercer sus derechos y cumplir sus responsabilidades, conforme al Tratado del Canal de Panamá y acuerdos afines, respec-

to al manejo, funcionamiento y mantenimiento del Canal de Panamá y para otros fines que las Partes pudieran convenir;

(b) Los Estados Unidos tendrán el derecho de usar las áreas destinadas al funcionamiento del Canal para adiestramiento militar, cuando los Estados Unidos determinen que dicho uso es compatible con el continuo y eficiente funcionamiento del Canal de Panamá.

2. Areas de viviendas: Las áreas e instalaciones enunciadas en el párrafo 2 del Anexo A de este acuerdo, en lo sucesivo llamadas áreas de viviendas, se dedicarán al fin primario de alojar a los empleados ciudadanos de los Estados Unidos y sus dependientes. Las áreas de viviendas se administrarán de conformidad con el régimen de coordinación civil establecido en el Artículo VI de este acuerdo.

3. Servicios e instalaciones auxiliares: Los Estados Unidos podrán continuar haciendo uso de los servicios o instalaciones auxiliares empleados en el manejo, funcionamiento y mantenimiento del Canal en la fecha en que entra en vigor este acuerdo, pero que estén ubicados fuera de las áreas e instalaciones que de algún otro modo se ponen a disposición de los Estados Unidos para su uso, de conformidad con el Tratado del Canal de Panamá. Dichas instalaciones se describen en el párrafo 3 del Anexo A de este acuerdo. Los Estados Unidos, a su coste, podrán mantener, mejorar, reemplazar, ampliar o eliminar estos servicios e instalaciones. Los Estados Unidos tendrán libre acceso a éstos y a los demás servicios e instalaciones usados en el manejo, funcionamiento o mantenimiento del Canal.

4. Fondeaderos: Los Estados Unidos tendrán acceso libre, sin impedimento, al uso de los fondeaderos descritos en el parágrafo 4 del Anexo A para los fines del ejercicio de sus derechos y el cumplimiento de su responsabilidad concernientes al movimiento y fondeo de naves, conforme al Tratado del Canal de Panamá y sus acuerdos conexos. Los Estados

Unidos podrán poseer, usar, manejar, inspeccionar, mantener o reemplazar equipo, instalaciones y ayudas a la navegación en dichas áreas. Los Estados Unidos tendrán el derecho de ampliar los fondeaderos, si fuese necesario o conveniente, dentro de las áreas descritas en el parágrafo 5 del Anexo A.

5. Areas especiales: Las áreas adicionales de tierras y aguas, señaladas en el párrafo 6 del Anexo A, están sujetas a los procedimientos establecidos en el artículo IV de este acuerdo, para evitar actividades incompatibles con el manejo, funcionamiento o mantenimiento eficaces del Canal.

6. El Anexo A de este acuerdo será examinado cada cinco años o por acuerdo entre las Partes y se modificará mediante canje de nota u otro instrumento con el objeto de que refleje cualquier eliminación o cambio convenido en relación con las áreas. Los Estados Unidos podrán notificar a la República de Panamá en cualquier momento que ya no necesitan usar un área o una parte específica de la misma u otro derecho otorgado por la República de Panamá. En tal evento, dicho uso u otro derecho cesará en la fecha que determinen ambas Partes.

7 (a) Los Estados Unidos podrán en cualquier momento retirar de la República de Panamá o de conformidad con las condiciones que pudieran acordar las Partes, enajenar en la República de Panamá, equipos, materiales, suministros u otros bienes muebles que se hubieren introducido, adquirido o construido en la República de Panamá para La Comisión o por ella. En caso de enajenación en la República de Panamá, se dará preferencia al Gobierno de la República de Panamá;

(b) Pasarán a ser propiedad de la República de Panamá, salvo acuerdo en contrario de los Gobiernos, los equipos, instalaciones, materiales, suministros o bienes muebles que los Estados Unidos abandonaren en un área de que disponían conforme a este acuerdo, después

de noventa (90) días a partir de la fecha en que hubiere cesado el uso de dicha área por los Estados Unidos.

8. La Comisión podrá emplear celadores para proteger la seguridad de instalaciones escogidas dentro de las áreas puestas a la disposición de los Estados Unidos para su uso, conforme a este acuerdo, entendiéndose que tales instalaciones no incluyen viviendas u otras instalaciones no dedicadas al manejo, funcionamiento o mantenimiento del Canal de Panamá. Dichos celadores no estarán autorizados para arrestar ni para ejercer otras facultades policivas en general. Podrán, sin embargo, detener temporalmente a las personas que presuman están cometiendo o acabaren de cometer delitos o faltas contra las leyes o reglamentos aplicables y, sin demora, transferirán su custodia a las autoridades de policía competentes. La Comisión suministrará a las autoridades de la República de Panamá, por conducto de la Comisión Coordinadora, una lista en la que se identifique a las personas empleadas por ella en calidad de celadores y notificará prontamente a la República de Panamá respecto de cualquier cambio ocurrido en dicha lista. En el desempeño de sus funciones, los celadores no usarán armas de fuego, salvo armas cortas.

9. La Comisión Coordinadora constituirá el medio de comunicación e información entre las Partes en cuanto a los asuntos relativos a la ejecución de este artículo.

ARTICULO IV

Otros Usos de Tierras Mediante Licencia

1. Sin perjuicio de los derechos de los Estados Unidos referentes al uso de las áreas e instalaciones dentro de la República de Panamá en virtud del Tratado del Canal de Panamá y acuerdos conexos, las áreas e instalaciones enunciadas en el Anexo A, podrán usarse para otros fines compatibles con el continuo y eficiente manejo, funcionamiento y mante-

nimiento del Canal de Panamá, mediante la expedición de licencias para el uso de tierras las cuales serán otorgadas por la República de Panamá de conformidad con el procedimiento siguiente:

(a) La República de Panamá referirá a la Comisión Coordinadora las solicitudes que pueda recibir de empresas particulares o de organismos de la República de Panamá, para emprender actividades específicas dentro de las áreas sujetas a este procedimiento;

(b) Si la República de Panamá y los Estados Unidos, decidieran por conducto de la Comisión Coordinadora, que el uso propuesto, sus términos y condiciones, son compatibles con el continuo y eficiente manejo, funcionamiento y mantenimiento del Canal de Panamá, la República de Panamá expedirá una licencia revocable de tierras para el uso específico acordado. Los Estados Unidos deberán aprobar por escrito la licencia, antes de que ella entre en vigor.

2. La República de Panamá podrá cancelar la licencia de tierras por las razones que se estipulen en sus leyes.

3. En cualquier momento en que los Estados Unidos decidieren que el uso de un terreno para el que se hubiere otorgado licencia, ya no es compatible con el continuo y eficiente manejo, funcionamiento o mantenimiento del Canal de Panamá, o que el área así afectada es necesaria para un propósito relacionado con el tratado, podrá retirar su conformidad a la licencia, en cuya oportunidad la República de Panamá dispondrá su cancelación.

4. En caso de que los Estados Unidos retirasen su conformidad con una licencia de tierras expedida en virtud del procedimiento establecido en este artículo, la República de Panamá adoptará las medidas necesarias para asegurar que el área se desocupe con prontitud, de conformidad con las reglas que pudieran establecer las Partes por conducto de la Comisión Coordinadora.

5. Las disposiciones de este artículo no limitarán en modo alguno las facultades de los Estados Unidos para utilizar las áreas que se pongan a su disposición para su uso conforme a este acuerdo o para permitir el uso de las mismas por sus contratistas en el ejercicio de sus derechos y el cumplimiento de sus responsabilidades, de conformidad con el Tratado del Canal de Panamá y acuerdos conexos.

ARTICULO V

Los Puertos de Balboa Y Cristóbal
Y El Ferrocarril de Panamá

1. Según se dispone en el Artículo XIII del Tratado del Canal de Panamá, todo derecho, título e interés de los Estados Unidos en las propiedades, instalaciones y equipos de los puertos de Balboa y Cristóbal, cuyos límites se describen en el párrafo 1 del Anexo B de este acuerdo, se transfieren a la República de Panamá libres de coste.

2. La República de Panamá tendrá la responsabilidad por el manejo, funcionamiento y mantenimiento de los puertos de Balboa y Cristóbal con sujeción a los siguientes términos:

(a) La República de Panamá ejercerá sus derechos jurisdiccionales sobre las naves dentro de las áreas de tierras y aguas de los puertos de Balboa y Cristóbal. El movimiento de naves hacia los muelles y atracaderos de los puertos de Balboa y Cristóbal o desde ellos estará sujeto a la aprobación apropiada de las autoridades portuarias de la República de Panamá;

(b) La República de Panamá otorga a los Estados Unidos las siguientes facultades técnicas: la autoridad y responsabilidad sobre el control del tráfico marino en las aguas del área de funcionamiento del Canal y de los sitios de defensa y dentro de los puertos de Balboa y Cristóbal y hacia las áreas de fondeadero y varaderos de emergencia o desde ellas y dentro de ellas. Esta autoridad y responsabilidad de los

Estados Unidos incluye el derecho a requerir de las naves que se muevan en dichas aguas que estén bajo la dirección de pilotos de La Comisión;

(c) Los Estados Unidos podrán usar, para el manejo, funcionamiento, mantenimiento, protección y defensa del Canal las instalaciones y equipos portuarios manejados, operados y mantenidos por la República de Panamá que se describen en el párrafo 2 del Anexo B de este acuerdo. La República de Panamá mantendrá las referidas instalaciones y equipos portuarios en condiciones de funcionamiento eficiente;

(d) Se garantiza a los Estados Unidos el uso de las instalaciones portuarias descritas en el párrafo 3 del Anexo B de este acuerdo para el mantenimiento normal de sus equipos, de conformidad con programas establecidos por La Comisión o, cuando fuere necesario, para reparaciones de emergencia en cualquier momento. Los Estados Unidos podrán utilizar sus empleados para prestar servicios en esas instalaciones. El uso por parte de los Estados Unidos de las instalaciones y equipos será libre de costes, salvo el reembolso por el gasto en mano de obra y los servicios suministrados a dicho Estado mediante el pago de tarifas que no serán superiores a las cobradas al cliente más favorecido sobre una base comercial;

(e) A fin de facilitar la programación óptima del tránsito de naves, la República de Panamá asegurará que los servicios portuarios se les suministren sobre base prioritaria en los puertos de Balboa y Cristóbal;

(f) La República de Panamá controlará y supervisará las actividades que se desarrollarán bajo su responsabilidad en los puertos de Balboa y Cristóbal para asegurar que tales actividades sean compatibles con el manejo, funcionamiento, mantenimiento, protección y defensa eficientes del Canal. La República de Panamá adoptará las me-

didas necesarias para impedir o hacer cesar cualquier actividad incompatible con estos propósitos;

(g) En caso de emergencia vinculada con la protección y defensa del Canal, la República de Panamá, a solicitud de los Estados Unidos, pondrá a su disposición, sin demora y mientras fuere necesario, las instalaciones y los equipos del Astillero Naval Industrial de Reserva. En estos casos, los Estados Unidos reembolsarán a la República de Panamá los gastos en mano de obra o servicios que les fueren suministrados, a tarifas que no serán superiores a las cobradas al cliente más favorecido sobre base comercial.

3. Según se dispone en el Artículo XIII del Tratado del Canal de Panamá, todo derecho, título e interés de los Estados Unidos en las propiedades, instalaciones y equipos del Ferrocarril de Panamá se transfieren libres de coste a la República de Panamá.

4. La República de Panamá tendrá la responsabilidad por el manejo, funcionamiento y mantenimiento del Ferrocarril de Panamá, que en lo sucesivo se denominará El Ferrocarril, con sujeción a los siguientes términos:

(a) La República de Panamá mantendrá El Ferrocarril en condiciones de funcionamiento eficiente. El Ferrocarril continuará proveyendo los niveles y la frecuencia de servicio necesarios para el eficiente manejo, funcionamiento, mantenimiento, protección y defensa del Canal;

(b) Los Estados Unidos tendrán el derecho de usar y mantener las instalaciones existentes, incluso las líneas y torres de transmisión eléctrica de 44 KV y sus torres y de construir, usar y mantener instalaciones adicionales a lo largo de la servidumbre de paso de El Ferrocarril y podrán tener acceso a las mismas para tales propósitos;

(c) La República de Panamá permitirá a los Estados Unidos usar El Ferrocarril y sus equipos, sobre una base prioritaria, para mantener las líneas de transmisión y otras instalaciones y para transportar equipos, suministros y personal relacionados con el manejo, funcionamiento, mantenimiento o protección y defensa del Canal. Los Estados Unidos pagarán los costes resultantes de tal uso de acuerdo con tarifas que no excederán de las cobradas por El Ferrocarril a su cliente más favorecido sobre base comercial;

(d) Los desvíos muertos, apartaderos y equipos conexos que sirven a las instalaciones en áreas puestas a disposición de los Estados Unidos de conformidad con el Tratado del Canal de Panamá, seguirán bajo la responsabilidad de los Estados Unidos. El acceso ferroviario a dicha red estará sujeto a la aprobación de las autoridades responsables de los Estados Unidos;

(e) Si la República de Panamá, en cualquier momento, decidiere que ya no es viable el funcionamiento continuo de El Ferrocarril a los niveles mínimos de servicio convenidos por las Partes, los Estados Unidos, podrán asumir el manejo y funcionamiento de la vía férrea;

5. Se establecerá el Comité Portuario y Ferroviario, que será un subcomité de la Comisión Coordinadora de conformidad con el párrafo 3 del artículo II de este acuerdo, compuesto de igual número de representantes de cada Parte, el cual tendrá, entre otras, la responsabilidad de coordinar las actividades de La Comisión del Canal de Panamá y de la Autoridad Portuaria Nacional de la República de Panamá concernientes al funcionamiento de los puertos de Balboa y Cristóbal y de El Ferrocarril. Sus funciones serán las siguientes:

(a) Considerar y, previo acuerdo, coordinar la terminación de los derechos de los Estados Unidos respecto al uso de áreas o ins-

talaciones en los puertos de Balboa y Cristóbal o en la vecindad de ellos que la República de Panamá deseara usar para actividades portuarias o respecto al uso de áreas e instalaciones pertenecientes a El Ferrocarril;

(b) Considerar y, previo acuerdo, coordinar cualquier cambio en el uso de tierras o aguas en los puertos de Balboa y Cristóbal o en las áreas o instalaciones pertenecientes a El Ferrocarril o cualquier iniciación, cambio o terminación de los servicios portuarios o ferroviarios. En consecuencia, los cambios en el uso de dichas tierras y aguas y la iniciación, cambio o terminación de los mismos sólo ocurrirán de acuerdo con las decisiones del Comité. Hasta tanto el Comité acuerde nuevos niveles y frecuencia de servicios de El Ferrocarril, estos serán mantenidos tal como fueron previstos para 1977;

(c) Mantener normas adecuadas de seguridad, de prevención de incendios y de contaminación por derrames de petróleo. Hasta tanto el Comité expida nuevos reglamentos, seguirán vigentes las normas de seguridad, de prevención de incendios y sobre contaminación por derrames de petróleo que regían antes de entrar en vigencia este acuerdo;

(d) Establecer los procedimientos y mecanismos para facilitar el movimiento de naves de acuerdo con los derechos y responsabilidades de las Partes estipulados en el párrafo 2 que antecede;

(e) Coordinar el uso, por parte de los Estados Unidos, de las instalaciones especificadas en el parágrafo 3 del Anexo B que están situadas dentro de los puertos de Balboa y Cristóbal y las actividades de la Autoridad Portuaria Nacional de la República de Panamá en estos puertos.

En la consideración de estas cuestiones, los representantes de las Partes en el Comité Portuario y Ferroviario, se guiarán por el

principio de que el funcionamiento de los puertos y El Ferrocarril debe ser compatible con el continuo y eficiente manejo, funcionamiento, mantenimiento, protección y defensa del Canal.

ARTICULO VI

Régimen de Coordinación Civil
Para las Areas de Viviendas

1. Según lo estipulado en el artículo XIII del Tratado del Canal de Panamá, el título de propiedad sobre las viviendas dentro las áreas de viviendas, de las que fuese propietaria la Compañía del Canal de Panamá inmediatamente antes de la entrada en vigor de este acuerdo, se transfiere a la República de Panamá. Sin embargo, las áreas de viviendas seguirán dedicadas, durante la vigencia de este acuerdo, al propósito primario de alojar a los empleados de La Comisión de conformidad con las disposiciones de este artículo.

2. La República de Panamá, por este medio, pone a disposición de los Estados Unidos, libre de costes, y por la duración de este acuerdo, el uso de las viviendas ubicadas dentro de las áreas de viviendas que los Estados Unidos consideren necesarias para empleados ciudadanos de los Estados Unidos y sus dependientes. Los Estados Unidos podrán continuar manejando, manteniendo, mejorando, arrendando y asignando las viviendas para empleados ciudadanos de los Estados Unidos y sus dependientes.

3. El uso de unidades de vivienda en exceso de las requeridas por los Estados Unidos para alojar a empleados ciudadanos de los Estados Unidos y sus dependientes al momento de entrar en vigor este acuerdo, se transferirá a la República de Panamá en dicha fecha. Dentro de los cinco primeros años, siguientes a la fecha inicial de la vigencia de este acuerdo, el uso de por lo menos el veinte por ciento de las unidades de vivienda situadas en lo que constituyó la Zona del

Canal, que previamente eran de propiedad de la Compañía del Canal de Panamá, habrá sido transferido a la República de Panamá. En lo sucesivo, el uso de unidades adicionales se transferirá a la República de Panamá de conformidad con el siguiente programa:

(a) Dentro de los diez primeros años, a partir de la fecha de entrada en vigor de este acuerdo, el uso de un total de, por lo menos, el treinta por ciento;

(b) Dentro de los primeros quince años, el uso de un total de, por lo menos, el cuarenta y cinco por ciento;

(c) Dentro de los primeros veinte años, el uso de un total de, por lo menos, el sesenta por ciento.

4. La República de Panamá, con el fin de proteger los intereses y el bienestar de los empleados del Gobierno de los Estados Unidos que no fueren empleados ciudadanos de los Estados Unidos y quienes, en la fecha de entrada en vigor de este acuerdo, ocuparen unidades de vivienda cuyo uso se transfiere a la República de Panamá, les dará el siguiente trato especial:

(a) Dichos empleados podrán ocupar, en arrendamiento o, en caso de que la República de Panamá decida vender, adquirir por compra, a precio razonable las unidades que ocuparen en la fecha inicial de la vigencia de este acuerdo;

(b) En casos de compra, se harán arreglos de financiamiento a largo plazo;

(c) En caso de que la ocupación continuada de una unidad de vivienda determinada no sea factible, se ofrecerá a tales empleados la oportunidad de adquirir otra vivienda adecuada dentro las áreas de vivienda a coste razonable y sobre base preferencial o prioritaria.

5. Además de proporcionar alojamiento a los empleados ciudadanos de los Estados Unidos y sus dependientes, los Estados Unidos podrán

usar las áreas de viviendas para otros propósitos relacionados con el manejo, funcionamiento y mantenimiento del Canal. Las áreas de viviendas podrán también usarse para actividades complementarias o compatibles con el propósito primario de proporcionar alojamiento a empleados de La Comisión mediante licencias revocables para el uso de tierras, las cuales se emitirán conforme a los procedimientos estipulados en el artículo IV de este acuerdo.

6. En coordinación con las autoridades competentes de la República de Panamá, La Comisión podrá continuar suministrando servicios públicos tales como el de mantenimiento de calles y aceras y de otras áreas públicas dentro de las áreas de viviendas.

Dado que los servicios públicos en las áreas de viviendas están integrados con los del Canal, La Comisión, a nombre de las entidades que prestan dichos servicios en la República de Panamá, continuará suministrando los servicios públicos tales como los de energía eléctrica, agua y alcantarillados a empresas industriales y comerciales y a otras personas del área que no fueren empleados ciudadanos de los Estados Unidos y sus dependientes. Las agencias de servicios públicos de la República de Panamá, serán responsables por la fijación de tarifas y la facturación y cobro a los clientes y reembolsarán a La Comisión los costes en que ésta incurriere en el suministro de dichos servicios.

7. La Comisión Coordinadora será el medio de comunicación para los fines de consulta y coordinación entre las Partes con respecto a los asuntos referentes al régimen de coordinación civil establecido en este artículo.

ARTICULO VII

Derechos para el Uso de Aguas

1. Los Estados Unidos podrán utilizar libremente y sin coste las aguas del Canal y las de los Lagos Alajuela (Madden), Gatún y Miraflores y sus corrientes tributarias a los fines del manejo, funcionamiento y mantenimiento del Canal de Panamá, inclusive para la generación de energía eléctrica, el vertimiento para el control de inundaciones o de contaminaciones y el suministro de agua potable tomando en cuenta las necesidades de agua potable de la República de Panamá.

2. Los Estados Unidos podrán:

(a) Elevar la superficie del Lago Alajuela (Madden) y del Lago Gatún, respectivamente, a 260 y 100 pies sobre el datum preciso de elevación (PLD) y bajar la superficie de estos lagos a elevaciones de 190 y 76 pies respectivamente, para los fines señalados en el párrafo 1 de este artículo. Las Partes se consultarán y coordinarán en relación con las medidas necesarias para asegurar el suministro de agua potable a la República de Panamá;

(b) Construir, manejar, mantener, mejorar, ampliar, desmontar y reemplazar estaciones pluviométricas y de aforo de río en las cuencas de los lagos y sus tributarios. Los datos e información que se obtengan de tales estaciones se pondrán prontamente a disposición de la República de Panamá;

(c) Mantener y mejorar los muros de retén que sirven a los lagos de Gatún, Miraflores y Alajuela (Madden) y a cualesquiera nuevas áreas de embalse. La República de Panamá conviene en adoptar las medidas necesarias para impedir las actividades que pudieran poner en peligro la estabilidad de los muros de retén;

(d) Aplicar herbicidas y ejecutar otros programas de control de malezas acuáticas y de saneamiento en los lagos, sus cuencas y tributarios. En la ejecución de estos programas, los Estados Unidos tendrán en cuenta las normas de protección ambiental y de calidad de las aguas establecidas por la República de Panamá, en la medida viable y compatible con el manejo, funcionamiento y mantenimiento eficientes del Canal;

(e) Llevar a cabo operaciones para el control de inundaciones, inclusive el aumento periódico del flujo de las aguas de los ríos, para fines de limpieza y un programa de mantenimiento de rutina hasta la curva de nivel de 100 pies, a lo largo del Río Chagres, entre las represas de Gamboa y Madden hasta la curva de nivel de 30 pies, a lo largo del Río Chagres, entre la represa de Gatún y el Mar Caribe;

(f) Usar las áreas de tierra y agua que fueren necesarias para el propósito de construir represas nuevas, inclusive las represas proyectadas de Trinidad, Punta Manguito y la Calzada del Ferrocarril de Panamá, y embalsar las aguas que fueren necesarias para desarrollar y regular el suministro de agua al Canal para los fines señalados en el párrafo 1 de este artículo. Si se construyeren nuevos embalses de conformidad con este acuerdo, toda generación de energía eléctrica en conexión con dichos embalses será prerrogativa de la República de Panamá, en la forma en que convengan las Partes.

3. La República de Panamá adoptará las medidas necesarias para asegurar que ningún otro uso de las tierras y aguas de la cuenca del Canal agotará el suministro de agua necesario para el continuo y eficiente manejo, funcionamiento o mantenimiento del Canal y no interferirá con los derechos de los Estados Unidos para el uso de las aguas en la cuenca del Canal.

ARTICULO VIII

Seguridad Social

1. En lo concerniente al Seguro Social y a los beneficios de jubilación aplicables a los empleados de La Comisión que no fueren empleados ciudadanos de los Estados Unidos, se conviene lo siguiente:

(a) Las personas que fueren empleadas por La Comisión, después que este acuerdo entre en vigencia, quedarán cubiertas por la Caja de Seguro Social de la República de Panamá desde la fecha en que fueren empleadas;

(b) Las personas que estuvieren empleadas por la Compañía del Canal de Panamá o el Gobierno de la Zona del Canal con anterioridad a la vigencia de este acuerdo y que estaban cubiertas por el Sistema de Jubilación del Servicio Civil de los Estados Unidos, continuarán cubiertas por dicho sistema hasta su jubiliación o hasta la terminación de su empleo con La Comisión por cualquiera otra razón;

(c) La Comisión cobrará y remitirá oportunamente a la Caja de Seguro Social de la República de Panamá las cuotas obrero-patronales correspondientes según la cobertura de cada empleado suyo que estuviere incorporado al Seguro Social de la República de Panamá.

2. En lo concerniente a los beneficios de salud aplicables a los empleados no estadounidenses de La Comisión cubiertos por el Sistema de Jubilación del Servicio Civil de los Estados Unidos, se acuerda el siguiente régimen:

(a) Por la duración del período de transición de treinta meses calendarios desde la vigencia de este acuerdo se continuará suministrando seguros de salud y beneficios médicos a todas las personas antes citadas conforme a los mismos arreglos generales que estuvieren en vigor antes de la vigenciade este acuerdo;

(b) Al terminar el período de transición antes expresado, ninguna de las personas ya indicadas será elegible para recibir prestaciones médicas o de salud en instalaciones manejadas por los Estados Unidos en la República de Panamá,

(c) Las personas antes indicadas tendrán el derecho, durante el referido período de transición, a elegir entre continuar bajo el Plan de Beneficio de Salud para los Empleados Federales (Federal Employee's Health Benefits Plan) o terminar su cobertura según ese programa e incorporarse al Programa de Enfermedad y Maternidad de la Caja de Seguro Social de la República de Panamá, con efectividad desde la terminación del período de transición,

(d) La Comisión cobrará y entregará oportunamente a la Caja de Seguro Social de la República de Panamá las cuotas obrero-patronales correspondientes al Programa de Enfermedad y Maternidad de dicha institución en cuanto a las personas que se incorporen en ese programa. La cuota patronal, será igual a la que pagaría el empleador si el empleado hubiera continuado bajo el Plan de Beneficio de Salud para los Empleados Federales.

3. (a) Después que este acuerdo entre en vigor, los empleados de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal, independientemente de su nacionalidad, que se conviertan en empleados de la República de Panamá como resultado, ya sea de la transferencia de una función o actividad de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal a la República de Panamá o por medio de esfuerzos para colocar a dicho personal que se hagan por La Comisión o por la República de Panamá, quedarán incorporados a la Caja de Seguro Social de la República de Panamá mediante un régimen especial idéntico en los requisitos de elegibilidad, beneficios y cuota obrero-patronal al Sistema de Jubilación del Servicio

Civil de los Estados Unidos de América en el cual el empleado estaba previamente enrolado;

(b) En los casos en que un empleado haya sido separado de su empleo en La Comisión y tuviere derecho a la devolución de sus contribuciones al Sistema de Jubilación del Servicio Civil de los Estados Unidos dicha devolución, mediante solicitud escrita del empleado, será transferida por las autoridades del Servicio Civil de los Estados Unidos a la Caja de Seguro Social de la República de Panamá a fin de que el empleado compre una participación, la cual será financieramente igual a la totalidad de la suma o sumas de dinero transferidas;

(c) Cuando un empleado de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal, independientemente de su nacionalidad, fuere separado de su empleo en La Comisión como resultado de la ejecución del Tratado del Canal de Panamá y se convierta en empleado de la República de Panamá como resultado, ya sea por transferencia de función o actividad de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal a la República de Panamá o por medio de programas de ayuda para colocar a dicho personal, y escoge comprar una participación en la Caja de Seguro Social de la República de Panamá, mediante un régimen especial idéntico en los requisitos de elegibilidad, beneficios y cuota obrero-patronal al Sistema de Jubilación del Servicio Civil de los Estados Unidos en el cual el empleado estaba previamente enrolado, los Estados Unidos proveerán una suma igual para ayudar al empleado en la adquisición de dicha participación, siempre que:

(i) El empleado no sea elegible para una jubilación inmediata conforme al Sistema de Jubilación del Servicio Civil de los Estados Unidos.

(ii) El empleado no haya escogido una jubilación diferida conforme al Sistema de Jubilación del Servicio Civil de los Estados Unidos.

(iii) Al empleado se le hayan acreditado, por lo menos, cinco (5) años de servicio federal conforme al Sistema de Jubilación del Servicio Civil de los Estados Unidos.

(iv) El empleado decida retirar la totalidad de sus contribuciones capitalizadas al Sistema de Jubilaciones del Servicio Civil de los Estados Unidos y cederlas a la Caja de Seguro Social de la República de Panamá.

(v) La contribución suministrada por los Estados Unidos fuere igual a la suma retirada por el empleado del Fondo de Jubilación del Servicio Civil de los Estados Unidos y cedida por el empleado a la Caja de Seguro Social de la República de Panamá.

(d) El empleado que sea elegible para una jubilación inmediata según el Sistema de Jubilación del Servicio Civil de los Estados Unidos, comenzará a recibir el pago de dicha jubilación a partir de la terminación de su empleo con el Gobierno de los Estados Unidos.

4. Excepto cuando se disponga lo contrario en el Tratado del Canal de Panamá o en este acuerdo, no habrá pérdida o limitación en las facultades, opciones y beneficios a las cuales tengan derecho los empleados de La Comisión que fueron empleados de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal de conformidad con las leyes y reglamentos aplicables del Gobierno de los Estados Unidos como resultado de su participación en el Sistema de Jubilación del Servicio Civil de los Estados Unidos. Esas facultades, opciones y beneficios incluyen las facultades, cuando sean apropiadas conforme a las leyes y reglamentos aplicables de los

Estados Unidos, al retiro voluntario u opcional, jubilación por descontinuación de su empleo que siga a una separación involuntaria; jubilación por invalidez y jubilación diferida.

5. Los ciudadanos no estadounidenses empleados de La Comisión quienes, antes de la entrada en vigencia de este acuerdo, hubieren sido empleados de la Compañía del Canal de Panamá o del Gobierno de la Zona del Canal y que continúen protegidos por el Sistema de Jubilación del Servicio Civil de los Estados Unidos (United States Civil Service Retirement System) continuarán cubiertos por el Sistema de Riesgos Profesionales de los Estados Unidos (United States Workmen's Compensation) y podrán continuar, si lo desean, en el Seguro Colectivo de Vida (The Federal Employee's Group Life Insurance) como lo estaban con anterioridad a la vigencia de este acuerdo.

ARTICULO IX

Adquisición de Suministros y Servicios Panameños

1. Para la adquisición de suministros y servicios La Comisión dará preferencia a los obtenibles en la República de Panamá. Tal preferencia se hará efectiva, al máximo grado posible, cuando tales suministros y servicios estén disponibles según se demanden y sean comparables en calidad y precios con los que puedan obtenerse de otras fuentes. Para la comparación de precios se tendrá en cuenta el coste del transporte hasta la República de Panamá, incluidos flete, seguro y manejo de los suministros y servicios que compitan con los panameños. En la adquisición de bienes en la República de Panamá, se preferirán los bienes que tengan una mayor proporción de componentes de origen panameño.

2. Los reglamentos que fueren necesarios para poner en práctica esta preferencia serán acordados en la Comisión Coordinadora.

ARTICULO X

Telecomunicaciones

1. La República de Panamá, en ejercicio de su soberanía sobre telecomunicaciones, autoriza a los Estados Unidos, por la duración de este acuerdo, a usar redes de comunicación e instalaciones electrónicas de comunicación dentro de las áreas de funcionamiento del Canal, y a usar las frecuencias de radio autorizadas o en uso y el equipo móvil en uso inmediatamente antes de la entrada en vigor de este acuerdo y según fuere necesario para sus requerimientos, con el objeto de cumplir los fines del manejo, funcionamiento y mantenimiento del Canal y según lo pudieren acordar en otra forma las Partes. La Comisión Coordinadora podrá adoptar reglamentos para el uso del referido equipo móvil fuera de las áreas aquí mencionadas.

2. La República de Panamá autoriza a los Estados Unidos para usar instalaciones como las descritas en el párrafo anterior, existentes fuera de las áreas de operación del Canal, incluidas las operadas y mantenidas por las Fuerzas de los Estados Unidos o por contratistas, que sirvan para el cumplimiento de los fines del manejo, funcionamiento o mantenimiento del Canal o según lo acordaren de modo distinto las Partes. Las autoridades de los Estados Unidos tendrán acceso a dichas instalaciones para fines de funcionamiento, mantenimiento y reemplazo apropiados de las mismas.

3. A la expiración del presente acuerdo todos los equipos e instalaciones de telecomunicación necesarios para fines del funcionamiento del Canal que fueren de propiedad de los Estados Unidos, se transferirán a la República de Panamá. Los Estados Unidos, previa consulta con la República de Panamá, establecerán un programa de adiestramiento de nacionales panameños en el funcionamiento y mantenimiento de tales equipos de telecomunicación, que incluirá los servicios de buque

a tierra.

4. Siempre que fueren disponibles y adecuados para los fines requeridos, La Comisión usará, al máximo grado posible, los servicios de telecomunicación de empresas públicas o privadas en la República de Panamá a fin de satisfacer sus necesidades de crecimiento, siempre que las tarifas aplicables no fueren menos favorables que las que rijan para los organismos gubernamentales de la República de Panamá.

5. Los Estados Unidos proporcionarán a la República de Panamá una lista de todas las frecuencias autorizadas o en uso por los Estados Unidos de conformidad con este artículo. Esta lista será remitida por conducto de la Comisión Coordinadora en orden ascendente de frecuencia y contendrá, por lo menos, la información concerniente a la potencia, anchura de banda y clase de emisión usadas en dichas frecuencias.

6. La República de Panamá se compromete a no autorizar el uso de ninguna frecuencia que pueda interferir con las que estén en uso por La Comisión o para ella o que ésta pueda utilizar en el futuro conforme al Tratado del Canal de Panamá y a este acuerdo.

7. Todas las disposiciones de este artículo referentes a telecomunicaciones, se ajustarán a las obligaciones de las Partes como miembros de la Unión Internacional de Telecomunicaciones y a los convenios internacionales pertinentes de que ambas fueren partes.

8. Toda comunicación dirigida a la Unión Internacional de Telecomunicaciones sobre la materia de que trata este artículo, será efectuada exclusivamente por la República de Panamá.

9. La Comisión Coordinadora podrá adoptar cualquier reglamento ulterior que fuere necesario, para ejecutar las disposiciones de este artículo, inclusive la coordinación técnica necesaria.

ARTICULO XI

Contratistas y Personal de Contratistas

1. Siempre que La Comisión celebre contratos para la prestación de servicios o la adquisición de suministros, dará a las fuentes panameñas la preferencia estipulada en el artículo IX de este acuerdo.

2. Siempre que La Comisión otorgare contratos a personas naturales que fueren nacionales o residentes permanentes de los Estados Unidos o a sociedades u otras entidades jurídicas organizadas según las leyes de los Estados Unidos y bajo el control efectivo de tales personas, los Estados Unidos las designarán como contratistas e informará de dichas designaciones a las autoridades de la República de Panamá por conducto de la Comisión Coordinadora. Los contratistas designados quedarán sujetos a las leyes y reglamentos de la República de Panamá, salvo en lo que atañe al régimen especial establecido mediante este acuerdo que incluye las siguientes obligaciones y beneficios:

(a) El contratista deberá dedicarse exclusivamente a las actividades relacionadas con la ejecución del trabajo para el cual hubiere sido contratado por La Comisión o relacionadas con otras obras o actividades autorizadas por la República de Panamá;

(b) El contratista deberá abstenerse de realizar actividades que pudieran constituir violaciones de las leyes de la República de Panamá;

(c) El contratista entrará y saldrá del territorio de la República de Panamá de acuerdo con los procedimientos prescritos para los empleados ciudadanos de los Estados Unidos en el artículo XII de este acuerdo;

(d) El contratista deberá obtener un documento que acreditará su identidad como contratista que le expedirán las autoridades

competentes de los Estados Unidos, una vez que estuvieren satisfechas de que está debidamente calificado. Este certificado será suficiente para permitirle actuar con arreglo a las leyes panameñas como contratista de los Estados Unidos. No obstante, las autoridades de la República de Panamá podrán exigir el registro de los documentos apropiados, a fin de establecer su presencia legal en la República de Panamá;

(e) El contratista no estará obligado a pagar impuestos u otro gravamen a la República de Panamá sobre los ingresos derivados del contrato con La Comisión, siempre y cuando deba pagar impuesto en Estados Unidos con arreglo a una tasa sustancialmente equivalente a la de los impuestos y gravámenes correspondientes de la República de Panamá;

(f) El contratista podrá transitar libremente dentro de la República de Panamá y gozará de las exenciones de derechos aduaneros y otros gravámenes, según se dispone en los artículos XIV y XVI de este acuerdo para los empleados que fueren ciudadanos de los Estados Unidos;

(g) El contratista podrá usar los servicios e instalaciones públicos de acuerdo con los términos y condiciones del artículo XIII de este acuerdo y, sobre base no discriminatoria, pagará a la República de Panamá los peajes de carreteras e impuestos de placas para vehículos particulares;

(h) El contratista estará exento del pago de cualquier impuesto que recayere sobre los bienes depreciables de su propiedad, que no fueren bienes inmuebles, que sean utilizados exclusivamente para el cumplimiento de contratos con los Estados Unidos.

(i) El contratista podrá usar los servicios e instalaciones a que se refieren los artículos X y XVIII del Acuerdo para la Ejecu-

ción del Artículo IV del Tratado del Canal de Panamá, suscrito en la fecha, en la medida en que tal uso estuviere autorizado por los Estados Unidos. Queda entendido que, cinco años después de la entrada en vigor de este acuerdo, el uso de los servicios postales militares por dichos contratistas se limitará a lo relacionado con el cumplimiento de contratos con los Estados Unidos.

3. La Comisión revocará la designación de un contratista si ocurriere cualquiera de las siguientes circunstancias:

(a) El cumplimiento o terminación de los contratos con La Comisión;

(b) Al comprobar que durante el término de sus contratos, tales contratistas ejercieron en la República de Panamá actividades de negocios no relacionadas con sus contratos con los Estados Unidos ni autorizadas por la República de Panamá;

(c) Al comprobar que tales contratistas se dedicaban a actividades que, a juicio de la República de Panamá, constituyen graves violaciones de las leyes de la República de Panamá.

4. Las autoridades de los Estados Unidos notificarán a las autoridades de la República de Panamá la revocación de la designación de un contratista. Si, en el término de sesenta días, a partir de la notificación de la revocación de un contratista que hubiera entrado a Panamá en su condición de tal, las autoridades de la República de Panamá exigieren que el contratista afectado abandone el territorio panameño, el Gobierno de los Estados Unidos asegurará que la República de Panamá no sufrague coste alguno de los gastos de transporte.

5. Las disposiciones de este artículo se aplicarán igualmente a los subcontratistas y a los empleados de los contratistas y subcontratistas y sus dependientes que fueren nacionales o residentes de

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los Estados Unidos. Estos empleados y dependientes no estarán sujetos al Régimen del Seguro Social de la República de Panamá.

ARTICULO XII

Entrada y Salida

1. Los Estados Unidos podrán traer al territorio de la República de Panamá a empleados ciudadanos de los Estados Unidos y sus dependientes para los propósitos específicos del Tratado del Canal de Panamá o para otros en que las Partes pudieren convenir.

2. Para entrar en el territorio de la República de Panamá o salir del mismo, las personas antes referidas portarán solamente un pasaporte válido y un permiso especial de entrada y salida expedido por la República de Panamá. Estos documentos serán presentados a las autoridades competentes de la República de Panamá al entrar en su territorio o al salir del mismo.

3. Los permisos de entrada y salida darán derecho al portador para un número ilimitado de entradas al territorio de la República de Panamá y salidas del mismo por el período de empleo del portador o de su patrocinador o mientras desempeñe otras funciones en La Comisión. Los permisos tendrán validez hasta cuando las autoridades de los Estados Unidos notifiquen a las autoridades competentes de la República de Panamá la terminación del empleo o de las funciones del portador o de su patrocinador en La Comisión.

4. La República de Panamá acuerda expedir tales permisos especiales de entrada y salida a las personas descritas en el párrafo 1 de este artículo, previa solicitud escrita por parte de las autoridades de los Estados Unidos y aplicar procedimientos especiales para garantizar su rápida expedición.

5. Cuando el estado de cualquier persona de que trata el párrafo

1 de este artículo cambie de tal modo que cese su derecho de permanecer en el territorio de la República de Panamá, las autoridades de los Estados Unidos notificarán sin demora el hecho a las autoridades de la República de Panamá y asegurarán la devolución del permiso especial de entrada y salida a la República de Panamá. A requerimiento de la República de Panamá, dentro de un término de sesenta días a partir de la notificación, las autoridades de los Estados Unidos asegurarán el transporte de dichas personas fuera de la República de Panamá sin coste alguno para ésta.

6. Las personas descritas en el párrafo 1 de este artículo estarán exentas de cargas fiscales relacionadas con su entrada y permanencia en el territorio de la República de Panamá o su salida del mismo, excepto las tasas establecidas o que se establezcan por el uso de los aeropuertos, las cuales no serán discriminatorias. Asismismo, estarán exentas de servicios obligatorios establecidos en favor de la República de Panamá. No adquirirán derecho alguno a obtener residencia o domicilio permanente en la República de Panamá.

7. Los empleados ciudadanos de los Estados Unidos, que entren a la República de Panamá para prestar servicios profesionales exclusivamente para los Estados Unidos, o a su nombre, no estarán sujetos al régimen de licencias de la República de Panamá y su actividad profesional quedará restringida a los servicios que presten a los Estados Unidos para los propósitos específicos del Tratado del Canal de Panamá o según lo convengan de otro modo las Partes.

ARTICULO XIII

Servicios e Instalaciones

1. La Comisión, sus empleados ciudadanos de los Estados Unidos y dependientes podrán usar los servicios e instalaciones públicos

pertenecientes a la República de Panamá o reglamentados por ella, y los términos y condiciones de uso, precios, tasas y tarifas y prioridades no serán desfavorables en comparación con los aplicables a otros usuarios.

2. La Comisión podrá usar las instalaciones y servicios de las Fuerzas de los Estados Unidos para fines oficiales y podrá establecer y manejar los servicios e instalaciones de apoyo que requiera dentro de las áreas utilizadas conforme a este acuerdo y, excepcionalmente, fuera de dichas áreas con la autorización de la República de Panamá.

3. Los Estados Unidos podrán proporcionar a los empleados ciudadanos de los Estados Unidos y sus dependientes los servicios a que se refiere el artículo XVIII del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, suscrito en esta fecha, y autorizar el uso por ellos de las instalaciones señaladas en los artículos X y XI de dicho acuerdo, disponiéndose, sin embargo, que el uso por ellos de los servicios postales militares, comisariatos y almacenes militares no podrá autorizarse después de cinco años a partir de la entrada en vigor de este acuerdo.

4. Las instalaciones y servicios de La Comisión se podrán poner, exclusivamente para fines oficiales, a la disposición de otros organismos del Gobierno de los Estados Unidos que realicen operaciones en la República de Panamá, incluidas las Fuerzas de los Estados Unidos.

ARTICULO XIV

Circulación, Licencias y Registro de Naves, Aeronaves y Vehículos

1. (a) Cuando estén cumpliendo funciones oficiales, las naves y aeronaves manejadas por La Comisión o para ella, podrán transitar libremente, sin impedimento alguno, por el espacio aéreo y las aguas panameñas, exentos del pago de impuestos, peajes, derechos de aterrizaje

o muellaje u otros cargos a la República de Panamá, salvo el reembolso por los servicios específicamente solicitados y recibidos

(b) Tales naves y aeronaves estarán exentas de inspecciones de aduanas u otras. Sin embargo, cuando lleven carga, tripulantes o pasajeros que no tuvieren derecho a las exenciones previstas en este acuerdo, se dará aviso oportuno a las autoridades competentes de la República de Panamá. Las Partes adoptarán procedimientos para asegurar que no se violen las leyes y reglamentos aduaneros de la República de Panamá.

2. (a) (i) De modo semejante, los vehículos y equipos de La Comisión, en cumplimiento de funciones oficiales, podrán transitar, sin impedimento alguno, por el territorio de la República de Panamá exentos del pago de impuestos, peajes u otros cargos a la República de Panamá. Dichos vehículos y equipo no estarán sujetos a inspección mecánica o de otra clase;

(ii) Las reclamaciones emanantes de daños causados por La Comisión a los caminos panameños fuera de las áreas de funcionamiento del Canal, en exceso del deterioro normal ocasionado por el transcurso del tiempo y su uso apropiado, serán resueltas según se estipula en el artículo XVIII de este acuerdo.

(b) Los vehículos y equipos de La Comisión no serán gravados con ningún derecho de licencia o matrícula y portarán los medios de identificación que acuerde la Comisión Coordinadora, expedidos por autorización de la misma y distribuidos por La Comisión.

3. (a) Las placas, marcas individuales y documentos de registro expedidos por los Estados Unidos para vehículos, remolques, naves y aeronaves que fueren de propiedad de La Comisión serán reconocidos por la República de Panamá.

(b) La República de Panamá reconocerá como suficientes las licencias, permisos, certificados no caducados y otras clasificaciones oficiales válidas de los Estados Unidos que posean los operadores de vehículos, naves y aeronavès de propiedad de los Estados Unidos.

4. (a) Los vehículos, remolques, naves y aeronaves que pertenezcan a empleados ciudadanos de los Estados Unidos o a sus dependientes también circularán libremente dentro de la República de Panamá, cumpliendo con los reglamentos de tránsito y los referentes a la inspección mecánica anual. El derecho de placa y otras obligaciones no serán discriminatorios;

(b) La República de Panamá expedirá los documentos apropiados de título y registro de vehículos, remolques, naves y aeronaves de propiedad de empleados ciudadanos de los Estados Unidos o sus dependientes, cuando éstos presenten título y registro expedidos por las autoridades federales o estatales de los Estados Unidos o de lo que constituyó la Zona del Canal. Los solicitantes podrán conservar tales documentos a condición de que entreguen a las autoridades panameñas una copia autenticada por La Comisión, debidamente traducida al español. Mientras se tramite la solicitud correspondiente y dentro de un plazo que no excederá de noventa días después de la entrada en vigor de este acuerdo o del arribo de los medios de transporte antes indicados a la República de Panamá, tales medios de transporte podrán circular con las placas o señales distintivas expedidas por las autoridades federales o estatales de los Estados Unidos o de lo que constituyó la Zona del Canal;

(c) Los empleados ciudadanos de los Estados Unidos y sus dependientes que porten documentos válidos como licencias de conductor, permisos de operador de naves, licencias de radioaficionados o licencias y clasificaciones de piloto aéreo expedidos por las autoridades

federales o estatales de los Estados Unidos o de la anterior Zona del Canal, recibirán las licencias, permisos y clasificaciones panameños equivalentes sin necesidad de someterse a nuevas pruebas o pagar nuevos derechos. Los solicitantes podrán conservar las licencias, permisos y clasificaciones de los Estados Unidos o de lo que constituyó la Zona del Canal, siempre que entreguen a las autoridades panameñas una copia autenticada por La Comisión debidamente traducida al español. Los empleados ciudadanos de los Estados Unidos y sus dependientes estarán autorizados a conducir vehículos, naves o aeronaves en la República de Panamá, amparados con dichas licencias, permisos y clasificaciones dentro de los noventa días siguientes a la entrada en vigor de este acuerdo o a su primera llegada a la República de Panamá. Durante este período se completará la tramitación en Panamá de la solicitud para obtener una licencia de conductor, permiso de operador de nave o licencia y clasificación como piloto aéreo;

(d) Las licencias, permisos o clasificaciones panameños serán válidos por el período que señale la ley panameña y, durante la presencia contínua del portador en la República de Panamá, deberán renovarse según las leyes panameñas para conservar su validez;

Cuando las leyes panameñas requieran certificaciones médicas para la renovación de licencias, permisos o clasificaciones, la República de Panamá aceptará las certificaciones expedidas por los servicios médicos de los Estados Unidos, siempre que dichas certificaciones se presenten traducidas al español.

(e) La República de Panamá expedirá licencias de conductor, permisos de operador de nave y licencias y otras clasificaciones de piloto aéreo a los empleados ciudadanos de los Estados Unidos y sus dependientes cuando éstos no posean documentos válidos. Si fuese

necesario examen como requisito para la expedición de los documentos mencionados, la República de Panamá permitirá a los interesados que lo pasen en español o en inglés. Los materiales de instrucción que la República de Panamá expida para la preparación de tales pruebas se suministrarán en español o inglés, a petición del interesado. Las tasas que se cobren por dichos documentos no serán discriminatorias.

5. La Comisión Coordinadora podrá adoptar las reglas y los procedimientos que fueren necesarios para la ejecución de este artículo.

ARTICULO XV

Tributación

1. En virtud de este acuerdo, La Comisión, sus contratistas y subcontratistas quedan exentos del pago en la República de Panamá de cualesquier impuestos, derechos u otros cargos sobre sus actividades o bienes.

2. Los empleados ciudadanos de los Estados Unidos y sus dependientes, estarán exentos de impuestos, derechos u otros cargos sobre los ingresos devengados en virtud de su trabajo en La Comisión. Asimismo, estarán exentos del pago de impuestos, derechos u otros cargos sobre los ingresos que deriven de fuentes fuera de la República de Panamá.

3. Los empleados ciudadanos de los Estados Unidos y sus dependientes, estarán exentos de impuestos, derechos u otros cargos sobre donaciones o asignaciones hereditarias o sobre bienes muebles, cuya presencia dentro del territorio de la República de Panamá obedezca exclusivamente a la permanencia en la misma de tales personas o de sus patrocinadores, por razón de su trabajo o del de su patrocinador en La Comisión.

4. La Comisión Coordinadora podrá establecer la reglamentación que fuere apropiada para la ejecución de este artículo.

ARTICULO XVI

Derechos de Importación

1. Salvo las exenciones previstas en este acuerdo, los empleados ciudadanos de los Estados Unidos y sus dependientes, estarán sujetos a las leyes y reglamentos de aduana de la República de Panamá.

2. Los bienes importados para el uso oficial o beneficio de La Comisión, inclusive los importados por sus contratistas o subcontratistas, en relación con las diversas actividades autorizadas mediante este acuerdo, estarán exentos del pago de derechos de aduana u otros impuestos o cargos de importación y de los requerimientos de licencia.

La Comisión expedirá un certificado, según el formulario adoptado por la Comisión Coordinadora, en el cual hará constar que los bienes que se importan son para estos fines.

3. Los bienes consignados o importados para el uso personal de los empleados ciudadanos de los Estados Unidos o sus dependientes, estarán sujetos al pago de los derechos u otros impuestos de importación, con las siguientes excepciones:

(a) Los muebles, enseres domésticos y efectos personales importados por tales personas para su uso particular dentro del término de seis meses siguientes a su primer arribo a la República de Panamá;

(b) Los vehículos importados por tales personas para su uso particular. La Comisión Coordinadora establecerá las limitaciones con respecto a la cantidad y frecuencia de importaciones adicionales de vehículos y autorizará la importación de, por lo menos, un vehículo cada dos años;

(c) Una cantidad razonable de artículos para el uso privado de las personas antes indicadas que se importen como equipaje personal o se envíen a la República de Panamá por medio del correo;

(d) Otras importaciones que sean autorizadas expresamente por las autoridades competentes de la República de Panamá a solicitud de La Comisión.

4. Las exenciones concedidas en el párrafo 3 de este artículo se aplicarán solamente a los casos de importación de artículos exentos en el momento de entrada y no se interpretarán en el sentido de que obligan a la República de Panamá a reembolsar los derechos de aduana e impuestos internos cobrados por la República de Panamá en relación con las compras de bienes de fuentes panameñas con posterioridad a su importación.

5. No se practicarán inspecciones de aduana en los siguientes casos:

(a) A los empleados ciudadanos de los Estados Unidos en misión oficial que entren a la República de Panamá o salgan de la misma;

(b) A los documentos oficiales bajo sello oficial y piezas de correo enviadas por los conductos postales militares de los Estados Unidos;

(c) A la carga consignada a La Comisión.

6. Los bienes importados de conformidad con este artículo y posteriormente transferidos a una persona que no tenga el privilegio de importar libre de derechos, quedarán sujetos al pago de derechos de importación y otros impuestos de acuerdo con las leyes y reglamentos de la República de Panamá.

7. Los bienes importados a la República de Panamá libres de derechos de aduana y otros impuestos, de conformidad con los párrafos

2 y 3 de este artículo, podrán ser exportados libres de derechos de aduana, permisos, impuestos, aranceles de exportación y otros gravámenes. Los bienes adquiridos en la República de Panamá por La Comisión o en nombre de ella o adquiridos por empleados ciudadanos de los Estados Unidos o sus dependientes, para su uso particular, podrán ser reexportados libres de derechos de aduana y otros impuestos y aranceles de exportación.

8. Las autoridades de los Estados Unidos convienen en cooperar con las autoridades de la República de Panamá y adoptarán, en el marco de sus atribuciones jurídicas, todas las medidas necesarias para impedir el abuso de los privilegios concedidos de acuerdo con este artículo a los empleados ciudadanos de los Estados Unidos o sus dependientes, las cuales podrán incluír el despido de dichos empleados.

9. A fin de impedir infracciones de las leyes y los reglamentos de aduana de la República de Panamá, las Partes convienen en lo siguiente:

(a) Las autoridades competentes de la República de Panamá y de los Estados Unidos, se auxiliarán mutuamente en la conducción de investigaciones y acumulación de elementos de prueba;

(b) Las autoridades de los Estados Unidos adoptarán, en el marco de sus atribuciones jurídicas, todas las medidas necesarias para asegurar que los artículos sujetos a decomiso por las autoridades aduaneras de la República de Panamá o en nombre de ellas sean entregadas a dichas autoridades;

(c) Las autoridades de los Estados Unidos adoptarán, en el marco de sus atribuciones jurídicas, todas las medidas necesarias para asegurar el pago, por parte de empleados ciudadanos de los Estados Unidos y sus dependientes, de los derechos de importación,

impuestos y multas que debidamente determinen las autoridades de la República de Panamá.

10. Los vehículos y artículos pertenecientes a La Comisión que sean decomisados a una persona por las autoridades de la República de Panamá en relación con una infracción de sus leyes o reglamentos de aduana o fiscales, serán entregados a las autoridades competentes de La Comisión.

11. La Comisión Coordinadora constituirá el medio de comunicación e información entre las Partes con respecto a los asuntos relacionados con la ejecución de este artículo.

ARTICULO XVII

Estudios

Los Estados Unidos podrán realizar estudios topográficos, hidrográficos, agrológicos y de otra índole, incluso la toma de fotografías aéreas, dentro de las áreas puestas a disposición de los Estados Unidos para su uso de conformidad con este acuerdo y dentro de las cuencas de los lagos Gatún, Alajuela (Madden) y Miraflores. Los estudios en otras áreas del territorio panameño requerirán autorización de la República de Panamá y se ejecutarán en la forma que se convenga en la Comisión Coordinadora. La República de Panamá, a su opción, designará un representante para que esté presente durante la realización de dichos estudios. Los Estados Unidos proporcionarán a la República de Panamá, sin coste alguno, una copia de los datos que emanen de tales estudios.

ARTICULO XVIII

Reclamaciones

1. (a) Cada Parte resolverá las reclamaciones que se le formulen por daños a los bienes de propiedad de la otra Parte o que estuvieren siendo utilizados por ella en los casos siguientes:

(i) Si el daño hubiese sido causado por un empleado del Gobierno contra el cual se presenta la reclamación, mientras dicho empleado desempeñaba funciones oficiales; o

(ii) Si el daño resultare del uso de algún vehículo, nave o aeronave de propiedad del Gobierno contra el cual se presentare la reclamación y usado por él, cuando dicho vehículo, nave o aeronave con el cual se causó el daño estaba siendo utilizado para fines oficiales o que el daño hubiera sido causado a bienes que se empleaban en tales fines.

(b) Si la reclamación no se resolviese a su debido tiempo, la misma podrá proseguirse por la vía diplomática. Ambas Partes renuncian al cobro de cualquier reclamación cuyo monto sea inferior a B/. 1.400.00 ó US$1.400.00, según la moneda que fuere de mayor valor.

2. En casos de salvamento marítimo, cada Parte renuncia a reclamaciones contra la otra si la nave o cargamento salvado fuese de propiedad de la otra Parte y se estaban utilizando para fines oficiales.

3. Para los efectos de este artículo, se considerará propiedad de una Parte cualquier nave fletada, requisada o tomada en presa por ésta, excepto en la medida en que el riesgo de pérdida o responsabilidad fuere asumido por persona distinta a dicha Parte.

4. Los empleados ciudadanos de los Estados Unidos, estarán sujetos a la jurisdicción de los tribunales civiles de la República de Panamá, salvo en asuntos que surjan del desempeño de sus funciones oficiales. En los casos en que se haya aceptado un pago que satisfaga

totalmente una reclamación, los tribunales civiles de la República de Panamá darán por terminado cualquier proceso relacionado con dicho asunto.

5. Las reclamaciones extracontractuales que surjan de daños causados a terceras personas por empleados de La Comisión en el cumplimiento de funciones oficiales, serán presentadas por la parte lesionada, por conducto de la Comisión Coordinadora, a las autoridades competentes de La Comisión para su resolución. Las autoridades de la República de Panamá podrán asesorar sobre las leyes panameñas y hacer recomendaciones basadas en las mismas a las autoridades competentes de La Comisión encargadas de resolver la reclamación, para que sean consideradas en la evaluación de la responsabilidad y la cuantía de los daños. La Comisión asegurará el pago de los daños a que hubiere lugar.

6. Las reclamaciones contractuales contra La Comisión se resolverán de conformidad con la cláusula de controversia pactada en los contratos y, a falta de ésta, mediante la presentación de reclamaciones a La Comisión.

7. La Comisión exigirá a los contratistas y subcontratistas mencionados en el artículo XI de este acuerdo, que obtengan seguros adecuados para cubrir las responsabilidades civiles en que puedan incurrir en territorio de la República de Panamá, como resultado de actos u omisiones ejecutados en el desempeño de sus funciones oficiales por parte de sus empleados. La Comisión Coordinadora establecerá las normas generales referentes a tales seguros.

8. Las autoridades de las Partes cooperarán en la investigación y acumulación de pruebas para una justa solución de las reclamaciones que se formulen según lo provisto en este artículo.

ARTICULO XIX

Jurisdicción Penal

1. La República de Panamá ejercerá en la forma aquí señalada su jurisdicción sobre empleados ciudadanos de los Estados Unidos y sus dependientes, respecto de todos los delitos o faltas resultantes de actos u omisiones cometidos por ellos dentro del territorio de la República de Panamá que sean punibles al tenor de las leyes de la República de Panamá.

2. En lo que respecta a delitos o faltas cometidos por empleados ciudadanos de los Estados Unidos o sus dependientes, que fueren punibles al tenor de las leyes de ambas Partes, las autoridades de los Estados Unidos podrán solicitar a la República de Panamá que decline su jurisdicción en favor de las autoridades de los Estados Unidos. Dichas autoridades expresarán, en su solicitud las razones de la misma y la República de Panamá dará consideración favorable a dichas solicitudes en los siguientes casos:

(a) Si el delito o falta emana de un acto u omisión ejecutado en el desempeño de una función oficial. En tales casos, cuando lo solicitaren las autoridades panameñas o cuando las autoridades de los Estados Unidos puedan considerarlo necesario, éstas emitirán un certificado en el cual se expresará que el delito o falta tuvo su origen en un acto u omisión que ocurrió durante el desempeño de una función oficial. La República de Panamá considerará que este certificado constituye prueba suficiente para los fines de este párrafo o solicitará una revisión por la Comisión Coordinadora, dentro de los diez días a partir de la fecha de recibo del certificado. La Comisión Coordinadora completará su revisión en diez días a partir de la fecha del recibo de la solicitud, excepto cuando pueda ser necesaria una consideración más exhaustiva, en cuyo caso la Comisión Coordinadora completa-

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(a) Si el delito o falta emana de un acto u omisión ejecutado en el desempeño de una función oficial. En tales casos, cuando lo solicitaren las autoridades panameñas o cuando las autoridades de los Estados Unidos puedan considerarlo necesario, éstas emitirán un certificado en el cual se expresará que el delito o falta tuvo su origen en un acto u omisión que ocurrió durante el desempeño de una función oficial. La República de Panamá considerará que este certificado constituye prueba suficiente para los fines de este párrafo o solicitará una revisión por la Comisión Coordinadora, dentro de los diez días a partir de la fecha de recibo del certificado. La Comisión Coordinadora completará su revisión en diez días a partir de la fecha del recibo de la solicitud, excepto cuando pueda ser necesaria una consideración más exhaustiva, en cuyo caso la Comisión Coordinadora completa-

rá su revisión en treinta días. Una desviación sustancial de los deberes que se requiere que una persona cumpla en una misión específica, por lo general, indicará una acción u omisión que no ha ocurrido en el desempeño de funciones oficiales y, en consecuencia, las autoridades de los Estados Unidos no considerarán necesario un certificado de funciones oficiales;

(b) Si el delito o falta se comete exclusivamente contra la propiedad o la seguridad de los Estados Unidos en un área de funcionamiento del Canal o en un área de viviendas. Queda entendido que delitos contra la seguridad de los Estados Unidos incluyen: traición o sabotaje contra los Estados Unidos, espionaje, o la violación de cualquier ley referente a secretos oficiales de los Estados Unidos o a secretos relativos a la defensa nacional de los Estados Unidos.

3. En cualquier caso en el que las autoridades de la República de Panamá declinaren su jurisdicción en favor de los Estados Unidos, o en los casos en que el delito constituya un delito conforme a las leyes de los Estados Unidos pero no bajo las leyes de la República de Panamá, el empleado ciudadano de los Estados Unidos o dependiente acusado será juzgado fuera del territorio de la República de Panamá.

4. (a) Las autoridades de la República de Panamá notificarán tan pronto como sea posible a las autoridades de los Estados Unidos acerca del arresto de cualquier empleado ciudadano de los Estados Unidos o dependiente;

(b) Los siguientes procedimientos regirán la custodia de un empleado ciudadano de los Estados Unidos o dependiente acusado, sobre el que la República de Panamá ha de ejercer su jurisdicción:

(i) Si el acusado es detenido por las autoridades de la República de Panamá, excepto si se le formulan cargos de homicidio, violación carnal, robo, tráfico de narcóticos o delitos contra la

seguridad del Estado Panameño, cuando sea solicitado, será entregado a las autoridades de los Estados Unidos, en cuya custodia permanecerá mientras prosigan las actuaciones judiciales hasta tanto las autoridades de la República de Panamá soliciten su custodia para la ejecución de la sentencia.

(ii) Cuando se le formulen cargos de homicidio, violación carnal, robo, tráfico de narcóticos o delitos contra la seguridad del Estado Panameño, el acusado permanecerá bajo la custodia de las autoridades de la República de Panamá. En estos casos, las autoridades de la República de Panamá considerarán con benevolencia los pedidos de custodia que formularen las autoridades de los Estados Unidos.

5. (a) Las autoridades de los Estados Unidos darán plena consideración a pedidos especiales relativos a las condiciones de custodia que formulen las autoridades de la República de Panamá en relación con algún detenido bajo la custodia de los Estados Unidos;

(b) Cuando el acusado se encuentre bajo la custodia de las autoridades de los Estados Unidos, a pedido de las autoridades de la República de Panamá, deberá ser puesto a la disposición de las mismas a los fines de investigación y juicio. Se considerará que la obligación de los Estados Unidos de asegurar la comparecencia de un empleado ciudadano de los Estados Unidos o dependiente acusado, sustituye el requisito de fianza establecido por las leyes de la República de Panamá.

6. (a) Las autoridades de la República de Panamá y de los Estados Unidos se auxiliarán recíprocamente para llevar a cabo todas las investigaciones necesarias respecto de delitos y faltas y en la obtención y presentación de pruebas, incluyendo el comiso y, en los casos que corresponda, la entrega de objetos relacionados con un delito y la comparecencia de testigos, según fuere necesario;

(b) Las autoridades de la República de Panamá y de los Estados Unidos, a pedido de la otra Parte, se informarán recíprocamente acerca del estado de los casos comprendidos en este artículo.

7. Según se dispone en las leyes de la República de Panamá, ningún empleado ciudadano de los Estados Unidos ni ningún dependiente, que haya sido condenado por un tribunal panameño estará sujeto a la pena capital ni a ninguna forma de trato o castigo cruel o poco usual.

8. Cuando un empleado ciudadano de los Estados Unidos o dependiente acusado haya sido juzgado de acuerdo con las estipulaciones de este artículo por las autoridades de la República de Panamá o por las autoridades de los Estados Unidos y haya sido absuelto o haya sido condenado y esté cumpliendo o haya cumplido su condena o haya sido perdonado, no será juzgado de nuevo por el mismo delito dentro del territorio de la República de Panamá.

9. Siempre que un empleado ciudadano de los Estados Unidos o un dependiente acusado sea juzgado por las autoridades de la República de Panamá tendrá derecho a las garantías procesales señaladas en el Anexo C de este acuerdo.

10. Durante la detención por las autoridades de la República de Panamá de un empleado ciudadano de los Estados Unidos o un dependiente, las autoridades de la República de Panamá permitirán a los miembros más cercanos de su familia que lo visiten semanalmente. En dichas visitas se le podrá suministrar material y ayuda médica tales como comida, ropa y artículos para su bienestar, que las autoridades de los Estados Unidos y los miembros más cercanos de su familia puedan considerar deseables; así como cualquier otra ayuda que permitan los reglamentos penitenciarios panameños.

11. La Comisión Coordinadora constituirá el conducto para la comunicación e información entre las Partes con relación a los asun-

tos atinentes a la ejecución de este artículo.

ARTICULO XX

Disposiciones Generales

1. Las actividades de los Estados Unidos en la República de Panamá se realizarán con la debida atención a la salud y seguridad públicas; y, por consiguiente, dentro de las áreas puestas a la disposición de los Estados Unidos para su uso en virtud de este acuerdo, sus autoridades tendrán el derecho a adoptar medidas adecuadas de saneamiento. Las autoridades de los Estados Unidos cooperarán con las autoridades de la República de Panamá para tales fines.

2. Los empleados ciudadanos de los Estados Unidos y sus dependientes, podrán portar armas privadas de acuerdo con las leyes y reglamentos panameños pertinentes.

3. La Comisión adoptará reglamentos para tramitar asuntos bajo su competencia en los idiomas español e inglés según fuere apropiado.

ARTICULO XXI

Duración

Este acuerdo entrará en vigencia simultáneamente con la entrada en vigor del Tratado del Canal de Panamá, suscrito en esta fecha y permanecerá vigente mientras lo esté dicho tratado.

DONE at Washington, this 7th day of September, 1977, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FIRMADO en Washington, a los 7 días de septiembre de 1977, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:

Ellsworth Bunker [1]

Sol M. Linowitz [2]

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:

[3]

Aristides Royo [4]

[1] Ellsworth Bunker.
[2] Sol M. Linowitz.
[3] Rómulo Escobar Bethancourt.
[4] Aristides Royo.

ANNEX A

Canal Operating Areas, Housing Areas, Accessory Facilities and Installations, and Anchorages

The Canal operating areas, housing areas, accessory facilities and installations, and anchorages, the use of which is made available by the Republic of Panama to the United States by this Agreement, are described below and identified, but not definitively, on the maps[1] attached hereto and referenced herein. When areas or installations are depicted on more than one map of different scales, the identification on the map with the largest scale shall be controlling. More precise identifications and exact boundaries shall be agreed upon as soon as practicable by the Coordinating Committee established in Article II of this Agreement, after a joint survey to be conducted by representatives of the two Parties. When the aforementioned identifications have been completed and agreed upon, they shall be controlling as to the boundaries of the installations and areas described in this Annex.

1. (a) The Canal operating areas are described generally as follows:

(i) A continuous area generally following the course of the Panama Canal and generally contiguous to it, running from the Atlantic Ocean to the Pacific Ocean, and including the Atlantic entrance, Gatun Locks, dam, spillway and power station, portions of Gatun Lake, Gaillard Cut, Pedro Miguel Locks, Miraflores Lake, Miraflores Locks, spillway, filtration plant and power station, and the Pacific entrance, as well as the land and water areas encompassing them.

(ii) Certain areas not contiguous to the Canal, including the Brazos Brook area, the Gatun tank area, the Madden Dam

[1] For the General Map of the Land and Water Areas for the Operation and Defense of the Panama Canal, see pocket in back of UST Vol. 33, Part I. Other attachments mentioned in Annexes A and B are not printed here.
The map atlas is deposited in the archives of the Department of State where it is available for reference.

and power station area, the Corozal/Cardenas area, and the Sosa hill area.

The Canal operating area described generally above, with the two exceptions hereinafter referred to, is identified on the map which is attached hereto as Attachment No. 1 in the manner indicated on the legend thereof. Although not so identified on the referenced map, the land and water areas which lie beneath the Thatcher Ferry Bridge and any new bridge that is constructed along the Panama/Arraijan right of way, to the extent that they are within the boundaries of the Canal operating area described in subparagraph 1(a)(i), above, are included in, and are parts of, that Canal operating area.

(iii) Barro Colorado Island, in the event and at such time as the Smithsonian Tropical Research Institute or an organization of similar purpose discontinues its activities there. This island is identified by name on the map attached hereto as Attachment No. 1.

(iv) Summit Naval Radio Station, at such time as use of the area is no longer required by the United States Forces. For purposes of this provision, this area is identified by name on the map attached hereto as Attachment No. 1.

(b) The Canal Zone Penetentiary shall cease to be a part of the Canal operating areas three years following the entry into force of this Agreement. For the purposes of this provision, the approximate center of this area is located at Coordinate 441069 on the map attached hereto as Attachment No. 1.

(c) The following areas shall cease to be a part of the Canal operating area five years following the entry into force of this Agreement:

(i) The Mount Hope warehouse area; and

(ii) The Mount Hope motor transportation area.

For the purposes of this provision, the Mount Hope warehouse area is identified on the map attached hereto as Attachment No. 2, SK 529-25-14A, in the manner indicated on the legend thereof, and the Mount Hope motor transportation area is identified on the map attached hereto as Attachment No. 3, SK 529-25-13A, in the manner indicated on the legend thereof.

(d) The following installations not contiguous to the Canal operating areas described in subparagraph 1(a) above shall be subject to the provisions of the Panama Canal Treaty and this Agreement applicable to the Canal operating areas:

(i) Retirement Office (449-X);

(ii) Sanitation Buildings (428, 428-X);

(iii) Health Bureau Official Quarters (286, 288, 286-G);

(iv) Pump House, Chilled Water (278);

(v) Treasurer's Office (287, 287-X);

(vi) Central Employment Office (363);

(vii) Payroll Branch Office (365);

(viii) Personnel Bureau Office (366);

(ix) Grounds Maintenance Building (361);

(x) Distribution Substation (367);

(xi) District Court Building (310);

(xii) Community Welfare (Red Cross) (0610-B);

(xiii) Motor Transportation Facilities (0625-A through K, 0630-C);

(xiv) Grounds Maintenance Office (0630-B);

(xv) Sewage Treatment Plant (0626, 0626-A, 0626-B);

(xvi) Grounds Maintenance Building (0586-X); and

(xvii) Maintenance Field Shop (234).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 4, SK 529-25-1, in the manner indicated on the legend thereof.

(xviii) Administration Building (101);

(xix) Balboa Filtered Water - Pump Station (634);

(xx) Community Service Office Building (635);

(xxi) Training Center (0600, 0602, 0604);

(xxii) Ancon Water Reservoir;

(xxiii) Grounds Maintenance Buildings (106, 108-X); and

(xxiv) Garage (628-X).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 5, SK 529-25-2, in the manner indicated on the legend thereof.

(xxv) Buildings (725, 726);

(xxvi) Community Health Center Building (721);

(xxvii) Maintenance Shop (1437);

(xxviii) Garage Buildings (0900, 711-X, 761-X, 786-X, 787-X, 788-X, 789-X, 797-X, 1435);

(xxix) Storage Sheds and Toilets (1559-X, 0773, 0849, 1435-X);

(xxx) Community Service Youth Facilities (0910);

(xxxi) Sewage Pump Station (0755);

(xxxii) Magistrates Court (803);

(xxxiii) Balboa Police Station (801, 801-R, 801-S, 801-T, 801-U); and

(xxxiv) Water Tanks - Ancon Hill.

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 6, SK 529-25-3, in the manner indicated on the legend thereof.

(xxxv) Docks 12, 13 and 19;

(xxxvi) Harbor Master Building (43-A);

(xxxvii) Construction Division Office (29-X);

(xxxviii) Port Engineer Building (31);

(xxxvix) Instrument Repair Shop (1-J);

(xl) Apprentice Training Facilities (2A and 3);

(xli) Warehouses (5, 19, 4, 44-B and 42 including yard area and miscellaneous small support buildings);

(xlii) Supply Management Offices (28);

(xliii) Refrigeration and Air Conditioning Repair Facility (14);

(xliv) Maintenance Facilities (8 and 10);

(xlv) Toilets (21);

(xlvi) Pilots Carport (39-B);

(xlvii) Rigging Shed, supporting Dock 19 (51);

(xlviii) Furniture Storage, Lubrication Warehouse (78);

(xlix) Community Service Balboa Recreational Tennis Courts;

(l) Pier 20 Area (including 57 and 57-X);

(li) Electronic Repair Facility (40);

(lii) Core Storage (12);

(liii) Central Air Conditioning Plant and Cooling Tower (9);

(liv) Maintenance Equipment Storage (13);

(lv) Sand Blasting Shed (12-A);

(lvi) Community Service Recreational Facility (9-A);

(lvii) Electrical Division Buildings (66-A, 66-B, 66-C, 66-D, 66-E, 38 and 36);

(lviii) Chilled Water Pump House (72);

(lix) Telephone Exchange Building (69); and

(lx) Building (37).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 7, SK 529-25-4, in the manner indicated on the legend thereof.

(lxi) Toilets and Storage (1256);

(lxii) Community Service Youth Facilities (0791);

(lxiii) Foam Storage Facility (1254);

(lxiv) Sewage Pump Station No. 2 (1208);

(lxv) Dock 4;

(lxvi) Printing and Duplicating Center (911); and

(lxvii) Marine Traffic Control Center (909, 910).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 8, SK 529-25-5, in the manner indicated on the legend thereof.

(lxviii) Records Storage (42-D);

(lxix) Warehouse and Office (42-G, 42-F);

(lxx) Quarters Maintenance Shop (5052);

(lxxi) Toilets and Storage (5546);

(lxxii) Storage and Warehouse (5553);

(lxxiii) Surveying Office and Storage (5250);

(lxxiv) Community Service Center (5051, 5051-X);

(lxxv) Diablo Power Substation (5300);

(lxxvi) Office Building (5140); and

(lxxvii) Storage Warehouse (42-E).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 9, SK 529-25-6, in the manner indicated on the legend thereof.

(lxxviii) Water Tanks;

(lxxix) Water Pump Station (6219);

(lxxx) Toilets and Storage (6423);

(lxxxi) Community Welfare - AA(6550); and

(lxxxii) Los Rios Power Substation (6464).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 10, SK 529-25-7, in the manner indicated on the legend thereof.

(lxxxiii) Telephone Exchange (52);

(lxxxiv) Communication Field Office (53);

(lxxxv) Fire Station (62);

(lxxxvi) Community Service Center (65-A) and B.S.A. (729);

(lxxxvii) Gas Station, Nonçommercial (57);

(lxxxviii) Housing Office, Maintenance Shops (58);

(lxxxix) Toilet and Storage (77-A, 0277-X, 332);

(xc) Sanitation Building (64); and

(xci) Community Health Center (63).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 11, SK 529-25-10, in the manner indicated on the legend thereof.

(xcii) Grounds Maintenance Offices, Toilets and Storage (40-A, 40-G, 141);

(xciii) Garages (29, 29-A, 108, 140);

(xciv) Telephone Exchange (102-X);

(xcv) A.R.S. (71, 74, 104, 135, 150, 208, 210, 220, 233-X, 236-X, 262, 355, 373, UX-1, UX-2, UX-3) and B.S.A. (122);

(xcvi) Public Toilet (385);

(xcvii) Fire Station (161);

(xcviii) Community Service Center (206); and

(xcix) Gatun Power Substation (100).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 12, SK 529-25-11, in the manner indicated on the legend thereof.

(c) Construction Division Office (7998);

(ci) Quarters Maintenance Shop and Office (7999);

(cii) Toilets and Storage (8038-X, 8471);

(ciii) Community Service Center (8040);

(civ) Sewage Pump Station (8140); and

(cv) Community Service Center Building Garage (8040-X).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 13, SK 529-25-12, in the manner indicated on the legend thereof.

(cvi) Engineering Survey Building (9212);

(cvii) Telephone Building (9214); and

(cviii) Fire Station Building (9100).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 14, SK 529-25-8, in the manner indicated on the legend thereof.

(cix) Filtered Water Pump House (308); and

(cx) Paraiso Power Substations.

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 15, SK 529-25-9, in the manner indicated on the legend thereof.

(cxi) Motor Transportation Facilities (5046, 5063, 5064, 5064-A, 5065, 5067, 5077); and

(cxii) Canal/IRHE Power Interconnect Station.

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 16, SK 529-25-13, in the manner indicated on the legend thereof.

(cxiii) Mount Hope Warehouse Complex (7018, 7020, 7021, 7022, 7025-A, 7025-B, 7025-C, 7030, 7031, 7032, 7033);

(cxiv) Fire Station (7029);

(cxv) Mount Hope Water Filtration Plant (7035, 7037 and Water Tanks 1 and 2);

(cxvi) Air Conditioning and Refrigeration Maintenance (7024); and

(cxvii) Electrical Field Facilities (7051, 7051-A, 7051-B, 7051-C, 7051-D, 7056).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 17, SK 529-25-14, in the manner indicated on the legend thereof.

(cxviii) Tugboat Personnel Parking Area and Shed;

(cxix) Harbor Master Office and Boat House (1013);

(cxx) Administration Building (1105);

(cxxi) Dredging Division Office and Dock (3339);

(cxxii) Maintenance Facilities (1707, 1707-C, 1707-D, 1707-E, 1709, 1726, 1728, 1730, 1708);

(cxxiii) Telephone Exchange (1907);

(cxxiv) Signal Station - Top of Pier 6;

(cxxv) Tug Landings at ends of Piers 6 and 7; and

(cxxvi) Police Training Center (1107).

The installations which are described immediately above are identified on the map attached hereto as Attachment No. 18, SK 529-25-15, in the manner indicated on the legend thereof.

(cxxvii) Buildings (22, 100, 82);

(cxxviii) Toilets and Storage (53);

(cxxix) Community Service Center and Telephone Exchange (1140);

(cxxx) Coco Solo Power Substation (3);

(cxxxi) Maintenance Shop (130); and

(cxxxii) Imhoff Tanks (86, 91).

The installations which are described immediately above are identified on the maps attached hereto as Attachment No. 19, SK 529-25-16, in the manner indicated on the legend thereof.

(cxxxiii) Toilet and Storage (0349).

The installation which is described immediately above is identified on the map attached hereto as Attachment No. 20, SK 529-25-18, in the manner indicated on the legend thereof.

(cxxxiv) Amador Causeway and roadway south from southern tip of Fort Amador (Coordinates 601873 to 627847);

(cxxxv) Naos Island launch landing facilities, including dispatcher building, piers, float, breakwater and access roadway (Coordinate 611858);

(cxxxvi) Flamenco Island Signal Station (Coordinate 627847);

(cxxxvii) Farfan Spillway (Coordinate 577868);

(cxxxviii) Madden Wye Facilities (101, 102, 104, 105, 106, 107, 108, 109, 111, 112, 113, 114, 127, 128, 129, 149, 172, 173) (Coordinate 499016);

(cxxxix) Summit Power Substation (Coordinate 495013);

(cxl) Summit Explosive Storage Facilities (1, 2, and 3) (Coordinate 477030);

(cxli) 44 KV Power Transmission Line (Coordinates 519183 to 495013);

(cxlii) Coco Solito Water Meterhouse (6201) (Coordinate 229323); and

(cxliii) South Coco Solo Power Substation (1116) (Coordinate 232345).

The approximate centers or locations of the installations described immediately above are identified by the accompanying coordinates, as located on the map attached hereto as Attachment No. 1.

(e) The following installations that are described in subparagraph 1(d) above shall cease to be installations subject to the provisions of this Agreement applicable to the Canal operating areas as stated below:

(i) Thirty calendar months following the entry into force of this Agreement:

(A) The Balboa Police Station complex (801, 801-R, 801-S, 801-T and 801-U).

(B) The Balboa Magistrates Court (803).

For the purposes of this provision, the Balboa Police Station complex and the Balboa Magistrates Court are identified on the map attached hereto as Attachment No. 21, SK 529-25-3A, in the manner indicated on the legend thereof.

(ii) Three years following the entry into force of this Agreement:

(A) The Ancon District Court (310).

(B) The Cristobal Police Training Center (1107).

For the purposes of this provision, the Ancon District Court is identified on the map attached hereto as Attachment No. 22, SK 529-25-1A, in the manner indicated on the legend thereof, and the Cristobal Police Training Center is identified on the map attached hereto as Attachment No. 23, SK 529-25-15A, in the manner indicated on the legend thereof.

(iii) At such time as the United States ceases to use such installations:

(A) The Balboa Commissary Installation (725 and 726).

(B) The Coco Solo Commissary installation (100 and 22).

For the purposes of this provision, the Balboa Commissary Installation is identified on the map attached hereto as Attachment No. 21, SK 529-25-3A, and the Coco Solo Commissary installation is identified on the map attached hereto as Attachment No. 24, SK 529-25-16A.

(iv) At such time as the following areas and installations are required by the Republic of Panama for expansion of the Port of Balboa:

(A) The Pier 20 area (including 57 and 57-X).

(B) The Scrap Yard area (less 42).

For the purposes of this provision, these areas and installations are identified on the map attached hereto as Attachment No. 25, SK 529-25-4A, in the manner indicated on the legend thereof.

2. The Housing Areas are as follows:

73-634 O - 88 - 9

(a) Coco Solo, as identified on the map attached hereto as Attachment No. 19, SK 529-25-16, in the manner indicated on the legend thereof.

(b) France Field (Gold Hill), as identified on the map attached hereto as Attachment No. 20, SK 529-25-18, in the manner indicated on the legend thereof.

(c) Margarita, as identified on the map attached hereto as Attachment No. 13, SK 529-25-12, in the manner indicated on the legend thereof.

(d) Mindi, as located on the map attached hereto as Attachment No. 1 (approximate center at Coordinate 202286).

(e) Gatun, as identified on the map attached hereto as Attachment No. 12, SK 529-25-11, in the manner indicated on the legend thereof.

(f) Gamboa, as identified on the map attached hereto as Attachment No. 11, SK 529-25-10, in the manner indicated on the legend thereof.

(g) Cardenas (Commission housing), as identified on the map attached hereto as Attachment No. 26, SK 529-25-7A, in the manner indicated on the legend thereof.

(h) Los Rios, as identified on the map attached hereto as Attachment No. 10, SK 529-25-7, in the manner indicated on the legend thereof.

(i) Corozal, as identified on the map attached hereto as Attachment No. 10, SK 529-25-7, in the manner indicated on the legend thereof.

(j) Diablo, as identified on the map attached hereto as Attachment No. 9, SK 529-25-6, in the manner indicated on the legend thereof.

(k) Balboa (La Boca), as identified on the maps attached hereto as Attachments Nos. 6 and 8, SK 529-25-3 and SK 529-25-5, in the manner indicated on the legends thereof.

(l) Balboa Heights, as identified on the map attached hereto as Attachment No. 5, SK 529-25-2, in the manner indicated on the legend thereof.

(m) Ancon, as identified on the map attached hereto as Attachment No. 4, SK 529-25-1, in the manner indicated on the legend thereof.

(n) 18 housing units located within the area identified as the "Summit Naval Radio Station" on the map attached hereto as Attachment No. 1, in the event, and at such time as the area ceases to be a Military Area of Coordination.

(o) Cardenas (FAA housing), as identified on the map attached hereto as Attachment No. 27, SK 529-25-7AA, in the manner indicated on the legend thereof, in the event and at such time as the use of said housing area by the Federal Aviation Administration terminates and the area ceases to be an area subject to a separate bilateral agreement.

3. The accessory installations and facilities outside the areas made available for the use of the United States which the United States may continue to use are as follows:

(a) aids to navigation;

(b) triangulation stations;

(c) hydrographic stations and telemetering stations;

(d) spoil dump areas;

(e) ship beaching areas;

(f) saddle dams, dikes and water control structures;

(g) piers and docks;

(h) bank stability surveillance and protection systems;

(i) support facilities; and,

(j) other existing facilities and installations required for the management, operation, or maintenance of the Canal (such as maintenance facilities, utility lines, and pipelines).

4. The Anchorages are as follows:

(a) The Pacific anchorage area, as identified on navigational chart No. 21603, attached hereto as Attachment No. 28, in the manner indicated on the legend thereof.

(b) The Atlantic anchorage area, as identified on navigational chart No. 26068, attached hereto as Attachment No. 29, in the manner indicated on the legend thereof.

5. The areas for expansion of the Anchorages are as follows:

(a) The Pacific Anchorage expansion area, as identified on the navigation chart attached hereto as Attachment No. 28, in the manner indicated on the legend thereof.

(b) The Atlantic anchorage expansion area, as identified on the navigational chart attached hereto as Attachment No. 29, in the manner indicated on the legend thereof.

(c) The Limon Bay anchorage expansion area, as identified on the navigational chart attached hereto as Attachment No. 29, in the manner indicated on the legend thereof.

6. The following land and water areas outside of the areas made available for the use of the United States pursuant to the Panama Canal Treaty are also subject to the land use licensing procedure set forth in Article IV of this Agreement as stated:

(a) As of the entry into force of this Agreement:

(i) The Chagres River between Gamboa and Madden Dam to the 100 foot contour line. The Chagres River between Gatun Dam and the Caribbean Sea to the 30 foot contour line.

(ii) Near to the Atlantic entrance to the Canal:

- Within Limon Bay, those areas west of the Canal's channel that are not within the Canal operating area.
- Outside Limon Bay, for a distance of 3 kilometers on each side of the center line of the Canal's channel from the breakwater north for a distance of 3 nautical miles.

(iii) Near the Pacific entrance of the Canal:

- Along the east bank of the Canal from Balboa Port south to the Amador causeway, 30 meters inland from the high water mark.
- Along that portion of the Amador causeway extending from the southern limit of the Fort Amador mainland to Naos Island, the area northeast of the causeway for a distance of 1 kilometer.
- The water areas within a distance of 3 kilometers each side of the center line of the Canal channel from a point (Coordinate 603855) near Naos Island extending southeast paralleling the Canal center line for a distance of 3 nautical miles.
- The water areas between the easterly boundary of the Howard Air Force Base-Fort Kobbe Complex and the Canal channel.

(b) Three years after the entry into force of this Agreement:

Canal Zone Penitentiary area (Gamboa), as described in subparagraph 1(b) above.

ANNEX B

Ports of Balboa and Cristobal

The areas and installations of the Ports of Balboa and Cristobal, as well as certain specific use rights and guarantees granted by the Republic of Panama to the United States in connection therewith, are described below and, in the case of the said areas and installations, are identified, but not definitively, on the maps attached hereto[1] and referenced herein and on various maps attached to Annex A. When areas or installations are depicted on more than one map of different scales, the identification on the map with the largest scale shall be controlling. More precise identifications and exact boundaries shall be agreed upon as soon as practicable and in the same manner as described in Annex A. When the aforementioned identifications have been completed and agreed upon, they shall be controlling as to the boundaries of the installations and areas described in this Annex.

1. The boundaries of the Ports of Balboa and Cristobal are identified on the maps attached hereto as Attachments Nos. 1 and 2, respectively, in the manner indicated on the legends thereof.

2. The United States shall have the right to use, for the management, operation, maintenance, protection and defense of the Canal, the following port installations and equipment which the Republic of Panama shall maintain in efficient operating condition:

(a) Docks 6, 7, 14, 15, 16, 17, and Pier 18, including fendering systems, capstans, camels, bollards, bits, and wearing surfaces, railroad spurs, crane tracks, signal lights, water lines, sewers, compressed air lines, power cables, telephone cables, duct lines and material handling equipment, tunnels, and switch gear.

[1] See footnote 1, p. 240.

(b) Facilities.

(i) Drydock No. 1, including all of the following facilities, equipment and utilities required to support its operation:

(A) Drydock Miter Gates and two electric motors and mechanical systems for opening and closing the gates.

(B) Fifty keel blocks and one hundred and fifty hauling blocks, including all hauling block tracks, chain sheaves, brackets, hauling chains, and blocking dogs.

(C) Ten capstans.

(D) Flooding/dewatering tunnels.

(E) Four dewatering pumps, two drainage pumps, and one salt water pump.

(F) All valves, bulkheads, and screens in the flooding and dewatering system.

(G) Three stationary 1,600 CFM Joy Air Compressors.

(H) One elevator.

(I) Sixteen portable rain sheds.

(J) Dock 8.

(K) All electrical switch gear, lighting and power systems, water and compressed air piping, and hydraulic control systems located in Building 29, the Drydock and Dock 8.

(ii) Buildings:

Numbers	Description
1	Machine Shop
1-C	Facilities Building (Storage)
1-D	Launch Repair

1-G	Pipe Shop
1-H	Central Toolcrib, Hose and blower room; power tool repair shop
29	Pump and compressor plant
32	Drydock block storage shed
17, 18, 20, 25 & 30	Toilet and locker rooms

All utility tunnels, electrical, air and water systems which serve these buildings.

(c) Machine Tools and Equipment:

(i) Cranes D-4 (50-ton, steam), and D-19-N (30-ton, diesel-electric) and all trackage.

(ii) Portable 5-ton electric cranes (US-28 and 52).

(iii) Overhead Cranes: Two in Bldg. 29; two in Bldg. 1.

(iv) Scaffolding and gangways.

(v) Bolt Cutting and threading machine, M-569-N.

(vi) Grinding machine, M-723-N.

(vii) Band saws: T-222-N, T-277-N, XT-627, N-27 and BR-65.

(viii) Lathes: M-267, M-539-N, M-820-N, L-121-N, L-132, XM-729-N, XM-741-N, and XM-808-N.

(ix) Milling machines: M-575-N, L-99-N, L-100-N and L-118-N.

(x) Planers: M-178 and M-824-N.

(xi) Drill presses: M-578-N, M-701 and M-709-N.

(xii) Wood Lathe, N-36.

(xiii) Wood Planer, N-24.

(xiv) Wood jointer, M-197-N.

(xv) Jointer-Planer, BR-64.

(xvi) Wood saw, M-29-N.

(xvii) Bench saw, BR-66.

(xviii) Disc sander, N-32.

(xix) Surfacing machine, L-207.

(xx) Threading machines, L-194 and T-223-N.

(xxi) Shear, XT-290.

(xxii) Dynamometer, L-172.

(xxiii) Bolt-heading machine, F-174-N.

(xxiv) Grinding machines, XW-599-N and XM-758.

(xxv) Bending machine, T-231-N.

(xxvi) Mortising machine, XW-707-N.

(xxvii) Router and boring machine, XW-820-N.

(xxviii) Edge planer, XB-872.

(xxix) Table saw, XW-572-N.

3. The United States shall have the right, on a guaranteed basis, to use the following installations and port services in accordance with the Commission's maintenance schedules or for emergency repairs:

(a) The facilities listed in paragraph 2(b) of this Annex.

(b) The machine tools and equipment listed in paragraph 2(c) of this Annex.

(c) Access.

(i) Paved yard area adjacent to Drydock No. 1 and to the buildings listed in subparagraph 2(b)(ii) of this Annex.

(ii) Required water access for floating equipment and vessels from Canal operating area to Drydock No. 1 includes water depth sufficient to clear gate sill (-39.5 feet PLD) and sufficient lateral clearance between Docks 7 and 8 to permit safe entry.

ANNEX C

PROCEDURAL GUARANTEES

A United States citizen employee, or a dependent, prosecuted by the Panamanian authorities shall be entitled to the following procedural guarantees:

(a) To a prompt and speedy trial.

(b) To be informed, in advance of trial, of the specific charge or charges made against him.

(c) To be confronted with and to be allowed to cross-examine the witnesses against him.

(d) To have evidence and witnesses in his favor presented. The authorities shall submit such evidence and call the witnesses if they are within the Republic of Panama.

(e) To have legal representation of his own choice for his defense during all investigative and judicial phases from the time of submission to questioning and throughout the entire proceedings; or, if he indicates he lacks funds for his defense, to be defended by the appropriate public defender.

(f) To have the services of a competent interpreter if he considers it necessary.

(g) To communicate with a representative of the Government of the United States and to have such a representative present, as an observer, at his trial.

(h) Not to be held guilty on account of any act or omission which did not constitute a criminal offense under the law of the Republic of Panama at the time it was committed.

(i) To be present at his trial which shall be public. However, without prejudice to the procedural guarantees in this Annex, persons whose presence is not necessary may be excluded, if the court so decides for reasons of public order or morality.

(j) In his proceedings to have the total burden of proof laden upon the Public Prosecutor or the prosecution.

(k) To have the court consider only voluntary confessions and evidence properly obtained in accordance with the requirements of the law.

(l) Not to be compelled to testify against or otherwise incriminate himself.

(m) Not to be required to stand trial if he is not physically or mentally fit to stand trial and participate in his defense.

(n) Not to be tried or punished more than once for the same offense.

(o) To have the right to appeal a conviction or sentence.

(p) To have credited to any sentence for confinement his entire period of pretrial custody.

(q) Not to be subject to the application of martial law or trial by military courts or special tribunals.

(r) To enjoy all other guarantees and rights provided for in the Constitution, Judicial Code and other laws of the Republic of Panama.

ANEXO A

Areas para el Funcionamiento del Canal, Areas de Viviendas, Servicios e Instalaciones Auxiliares y Fondeaderos

Las áreas para el funcionamiento del Canal, las áreas de viviendas, los servicios e instalaciones auxiliares y los fondeaderos cuyo uso pone la República de Panamá a disposición de los Estados Unidos por medio de este acuerdo, están descritos e identificados a continuación, pero no definitivamente en los mapas adjuntos a este anexo y a los cuales se hace referencia en el mismo. Cuando áreas o instalaciones estén representadas en más de un mapa de diferentes escalas, la identificación en el mapa a escala mayor será decisiva. Una identificación más precisa y los linderos exactos serán acordados a la mayor brevedad posible por la Comisión Coordinadora establecida conforme al artículo II de este acuerdo, después de un reconocimiento conjunto efectuado por representantes de ambas Partes. Cuando la identificación antes mencionada haya sido completada y acordada, será decisiva en cuanto a los linderos de las instalaciones y áreas descritas en este anexo.

1. (a) Las áreas para el funcionamiento del Canal se describen de manera general como sigue:

(i) Un área continua que, en general, sigue el curso del Canal de Panamá y que, en general, queda contigua al mismo, del Océano Atlántico al Océano Pacífico, incluso la entrada en el sector atlántico, las Esclusas de Gatún, la Represa de Gatún, el vertedero y la planta de energía eléctrica de Gatún; porciones del Lago Gatún, el Corte Gaillard, las Esclusas de Pedro Miguel, el Lago Miraflores, las Esclusas de Miraflores, el vertedero, la planta purificadora de agua, y la planta de energía eléctrica de Miraflores, y la entrada en el sector

pacífico; así como las áreas de tierras y aguas que las circundan.

(ii) Ciertas áreas no contiguas al Canal, incluyendo el área de Brazos Brook, el área de tanques de Gatún, la Represa de Madden y el área de la estación de energía eléctrica, el área Corozal-Cárdenas y el área del Cerro Sosa.

Las áreas para el funcionamiento del Canal descritas en forma general anteriormente, con las dos excepciones referidas a continuación, están identificadas en el mapa anexo como Adjunto No. 1 de la manera indicada en la leyenda del mismo. A pesar de que no están identificadas de esa manera en el mapa referido, las áreas de tierras y aguas que están debajo del Puente de Las Américas y de cualquier puente nuevo que sea construido a lo largo de la servidumbre Panamá-Arraiján, en la medida en que se encuentren dentro de los linderos del área para el funcionamiento del Canal, descrita en el parágrafo 1(a)(i) anterior, están incluídas en esa área para el funcionamiento del Canal y son parte de ella.

(iii) La Isla de Barro Colorado, en el caso y en el momento en que el Instituto de Investigación Tropical Smithsonian u otra organización de fines similares descontinúe sus actividades ahí. Esta isla está identificada en el mapa anexo a este documento como Adjunto No. 1.

(iv) La Estación Naval de Radio Summit, en el momento en que el uso de esta área no sea requerido por las Fuerzas de los Estados Unidos. Para fines de esta disposición, esta área está identificada en el mapa anexo a este documento como Adjunto No. 1.

(b) La Penitenciaría de la Zona del Canal cesará de ser parte de las áreas para el funcionamiento del Canal a los tres años de la entrada en vigencia de este acuerdo. Para los fines de esta estipulación,

el centro aproximado de esta área está ubicado en la coordenada 441069 en el mapa anexo a este documento como Adjunto No. 1.

(c) Las siguientes áreas cesarán de ser parte de las áreas para el funcionamiento del Canal a los cinco años de la entrada en vigencia de este acuerdo.

(i) El área de depósito de Mount Hope, y

(ii) El área de transporte motorizado de Mount Hope.

Para los fines de esta disposición, el área de depósito de Mount Hope está identificada en el mapa anexo a este documento como Adjunto No. 2, SK-529-25-14-A, de la manera indicada en la leyenda del mismo, y el área de transporte motorizado de Mount Hope está identificada en el mapa anexo a este documento como Adjunto No. 3, SK-529-25-13-A, de la manera indicada en la leyenda del mismo.

(d) Las siguientes instalaciones no contiguas a las áreas para el funcionamiento del Canal, descritas en el parágrafo 1(a) anterior, estarán sujetas a las disposiciones del Tratado del Canal de Panamá y de este acuerdo aplicables a las áreas para el funcionamiento del Canal de Panamá:

(i) Oficina de Jubilación (449-X);

(ii) Edificios de Sanidad (428, 428-X);

(iii) Sede Oficial de la Oficina de Salud (286, 288, 286-G);

(iv) Casa de Bombeo, refrigeración de agua (278);

(v) Oficina del Tesoro (287, 287-X);

(vi) Oficina Central de Empleo (363);

(vii) Oficina de Planillas (365);

(viii) Oficina de Personal (366);

(ix) Edificio de mantenimiento de terrenos (361);

(x) Subestación de distribución (367);

(xi) Edificio de la Corte Distrital (310);

(xii) Bienestar de la comunidad (Cruz Roja) (0610-B);

(xiii) Instalaciones de transporte motorizado (0625-A hasta K, 0630-C);

(xiv) Oficina de mantenimiento de terrenos (0630-B);

(xv) Planta de aguas negras (0626, 0626-A, 0626-B);

(xvi) Edificio de mantenimiento de terrenos (0586-X); y

(xvii) Almacén de mantenimiento de terrenos (234).

Las instalaciones descritas anteriormente están identificadas en el mapa anexo a este documento como Adjunto No. 4, SK-529-25-1, de la manera indicada en la leyenda del mismo.

(xviii) Edificio de la Administración (101);

(xix) Filtración de agua de Balboa-estación de bombeo (634);

(xx) Edificio de la Oficina de Servicios Comunitarios (635);

(xxi) Centro de Entrenamiento (0600, 0602, 0604);

(xxii) Depósito de agua de Ancón;

(xxiii) Edificios de mantenimiento de terrenos (106, 108-X); y

(xxiv) Garage (628-X).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 5, SK-529-25-2, de la manera indicada en la leyenda del mismo.

(xxv) Edificios (725, 726);

(xxvi) Edificio del Centro de Salud Comunitaria (721);

(xxvii) Taller de mantenimiento (1437);

(xxviii) Garages (0900, 711-X, 761-X, 786-X, 787-X, 788-X, 789-X, 797-X, 1435);

(xxix) Cabañas de almacenamiento y servicios sanitarios (1559-X, 0773, 0849, 1435-X);

(xxx) Instalaciones de servicio comunitario para la Juventud (0910);

(xxxi) Estación de bombeo de aguas negras (0755);

(xxxii) Corte de Magistrados (803);

(xxxiii) Estación de Policía de Balboa (801, 801-R, 801-S, 801-T, 801-U), y

(xxxiv) Tanques de agua en el Cerro Ancón.

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 6, SK-529-25-3, de la manera indicada en la leyenda del mismo.

(xxxv) Atracaderos 12, 13 y 19;

(xxxvi) Edificio del Jefe de Puerto (43-A);

(xxxvii) Oficina de la División de Construcción (29-X);

(xxxviii) Edificio del Ingeniero de Puerto (31);

(xxxix) Taller de reparación de instrumentos (1-J);

(xl) Instalaciones para el entrenamiento de aprendices (2A y 3);

(xli) Depósitos (5, 19, 4, 44-B y 42 incluso el área de patio y edificios auxiliares misceláneos pequeños);

(xlii) Oficina de manejo de suministros (28);

(xliii) Instalaciones para la reparación de acondicionadores de aire y refrigeración (14);

(xliv) Instalaciones de mantenimiento (8 y 10);

(xlv) Servicios sanitarios (21);

(xlvi) Estacionamiento para prácticos (39-B);

(xlvii) Caseta de aparejo de apoyo al atracadero 19 (51);

(xlviii) Depósito de muebles, depósito de lubricación (78);

(xlix) Canchas de tenis de servicio comunitario en Balboa;

(l) Area del Muelle 20 (incluso 57 y 57-X);

(li) Instalación para reparaciones electrónicas (40);

(lii) Depósito de núcleos (12);

(liii) Planta Central de acondicionamiento de aire y torre de enfriamiento (9);

(liv) Depósito del equipo de mantenimiento (13);

(lv) Caseta para limpieza a presión con arena (12-A);

(lvi) Instalaciones de recreo para servicio comunitario (9-A);

(lvii) Servicio de la División Eléctrica (66-A, 66-B, 66-C, 66-D, 66-E, 38 y 36);

(lviii) Casa de Bombeo de agua refrigerada (72);

(lix) Edificio de la Central de Teléfonos (69), y

(lx) Edificio (37).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 7, SK-529-25-4, de la manera indicada en la leyenda del mismo.

(lxi) Almacenaje y servicios sanitarios (1256);

(lxii) Instalaciones de servicio comunitario para la juventud (0791);

(lxiii) Instalaciones de almacenaje de espuma (1254);

(lxiv) Estación de Bombeo de aguas negras No. 2 (1208);

(lxv) Atracadero 4;

(lxvi) Imprenta y centro de reproducción (911), y

(lxvii) Centro de Control de Tráfico Marino (909, 910).

Las instalaciones anteriormente descritas están identificadas en el mapa adjunto a este documento como Adjunto No. 8, SK-529-25-5, de la manera indicada en la leyenda del mismo.

(lxviii) Depósito de registros (42-D);

(lxix) Depósito y oficina (42-G, 42-F);

(lxx) Taller de mantenimiento de las viviendas (5052);

(lxxi) Depósitos y servicios sanitarios (5546);

(lxxii) Depósitos y almacenaje (5553);

(lxxiii) Oficina de Topografía y Depósito (5250);

(lxxiv) Centro de Servicios Comunitarios (5051, 5051-X);

(lxxv) Subestación eléctrica de Diablo (5300);

(lxxvi) Edificio de Oficina (5140), y

(lxxvii) Bodega de depósito (42-E).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 9, SK-529-25-6, de la manera indicada en la leyenda del mismo.

(lxxviii) Tanques de agua;

(lxxix) Estación de bombeo de agua (6219);

(lxxx) Depósito y servicios sanitarios (6423);

(lxxxi) Bienestar de la Comunidad - AA (6550), y

(lxxxii) Subestación eléctrica de Los Ríos (6464).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 10, SK-529-25-7, de la manera indicada en la leyenda del mismo.

(lxxxiii) Central de teléfonos (52);

(lxxxiv) Oficina de comunicación de campo (53);

(lxxxv) Estación de Bomberos (62);

(lxxxvi) Centro de servicios comunitarios (65-A) y B.S.A. (729);

(lxxxvii) Estación de gasolina no comercial (57);

(lxxxviii) Oficina de Viviendas, Talleres de Mantenimiento (58);

(lxxxix) Depósito y servicios sanitarios (77-A, 0277-X, 332);

(xc) Edificio de sanidad (64), y

(xci) Centro de Salud Comunitaria (63).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 11, SK-529-25-10, de la manera indicada en la leyenda del mismo.

(xcii) Oficinas de mantenimiento de terrenos, servicios sanitarios y depósito (40-A, 40-G, 141);

(xciii) Garages (29, 29-A, 108, 140);

(xciv) Central de Teléfonos (102-X);

(xcv) A.R.S. (71, 74, 104, 135, 150, 208, 210, 220, 233-X, 236-X, 262, 355, 373, UX-1, UX-2, UX-3) y B.S.A. (122);

(xcvi) Servicio sanitario público (385);

(xcvii) Estación de Bomberos (161);

(xcviii) Centro de Servicio Comunitario (206), y

(xcix) Subestación eléctrica de Gatún (100).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 12, SK-529-25-11, de la manera indicada en la leyenda del mismo.

(c) Oficina de la División de Construcción (7998);

(ci) Mantenimiento de viviendas, almacenes y oficinas (7999);

(cii) Servicios sanitarios y depósito (8038-X, 8471);

(ciii) Centro de Servicio a la Comunidad (8040);

(civ) Estación de bombeo de aguas negras (8140), y

(cv) Garage del Centro de Servicios a la Comunidad (8040-X).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo como Adjunto No. 13, SK-529-25-12, de la manera indicada en la leyenda del mismo.

(cvi) Edificio de Estudios de Ingeniería (9212);

(cvii) Edificio de teléfonos (9214), y

(cviii) Edificio de Estación de Bomberos (9100).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 14, SK-529-25-8, de la manera indicada en la leyenda del mismo.

(cix) Casa de bombeo de agua filtrada (308), y

(cx) Subestaciones eléctricas de Paraíso.

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 15, SK-529-25-9, de la manera indicada en la leyenda del mismo.

(cxi) Instalaciones de transporte motorizado (5046, 5063, 5064, 5064-A, 5065, 5067, 5077), y

(cxii) Estación de interconexión eléctrica, Canal - IRHE.

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 16, SK-529-25-13, de la manera indicada en la leyenda del mismo.

(cxiii) Complejo de depósitos de Mount Hope (7018, 7020,

7021, 7022, 7025-A, 7025-B, 7025-C, 7030, 7031, 7032, 7033);

(cxiv) Estación de Bomberos (7029);

(cxv) Planta de Filtración de Agua de Mount Hope (7035, 7037 y Tanques de Agua 1 y 2);

(cxvi) Mantenimiento de acondicionadores de aire y refrigeración (7024), y

(cxvii) Instalaciones Eléctricas de Campo (7051, 7051-A, 7051-B, 7051-C, 7051-D, 7056).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 17, SK-529-25-14, de la manera indicada en la leyenda del mismo.

(cxviii) Area de estacionamiento y caseta para el personal de los remolcadores;

(cxix) Oficina del Jefe de Puerto y Caseta de Botes (1013);

(cxx) Edificio de la Administración (1105);

(cxxi) Oficina y atracadero de la División de Dragado (3339);

(cxxii) Instalaciones de mantenimiento (1707, 1707-C, 1707-D, 1707-E, 1709, 1726, 1728, 1730, 1708);

(cxxiii) Central de teléfonos (1907);

(cxxiv) Estación de señales. Arriba del Muelle 6;

(cxxv) Desembarcaderos de remolcadores al final de los Muelles 6 y 7, y

(cxxvi) Centro de adiestramiento de Policía (1107).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 18, SK-529-25-15, de la

manera indicada en la leyenda del mismo.

(cxxvii) Edificios (22, 100, 82);

(cxxviii) Depósito y servicios sanitarios (53);

(cxxix) Centro de servicios a la comunidad y central de teléfonos (1140);

(cxxx) Subestación eléctrica de Coco Solo (3);

(cxxxi) Taller de mantenimiento (130), y

(cxxxii) Tanques Imhoff (86, 91).

Las instalaciones anteriormente descritas están identificadas en los mapas anexos a este documento como Adjunto No. 19, SK-529-25-16, de la manera indicada en la leyenda del mismo.

(cxxxiii) Depósito y servicios sanitarios (0349).

Las instalaciones anteriormente descritas están identificadas en el mapa anexo a este documento como Adjunto No. 20, SK-529-25-18, de la manera indicada en la leyenda del mismo.

(cxxxiv) La calzada de Amador y la carretera al Sur de la punta Sur de Fuerte Amador (Coordenadas 601873 a la 627847);

(cxxxv) Instalaciones para el desembarcadero de lanchas en la Isla Naos, incluso el edificio del despachador, muelles, boya, rompeolas y carretera de acceso (Coordenada 611858);

(cxxxvi) Estación de señales de la Isla Flamenco (Coordenada 627847);

(cxxxvii) Vertedero de Farfán (Coordenada 577868);

(cxxxviii) Instalaciones Wye de Madden (101, 102, 104, 105, 106, 107, 108, 109, 111, 112, 113, 114, 127, 128, 129, 149, 172, 173) (Coordenada

499016);

(cxxxix) Subestación Eléctrica de Summit (Coordenada 495013);

(cxl) Instalaciones de depósito de explosivos de Summit (1, 2 y 3) (Coordenada 477030);

(cxli) Línea de Transmisión de Energía 44 KV (Coordenadas 519183 a 495013);

(cxlii) Central de medición de agua de Coco Solito (6201) (Coordenada 229323), y

(cxliii) Subestación Eléctrica de Coco Solo Sur (1116) (Coordenada 232345)

Los centros o ubicaciones aproximadas de las instalaciones anteriormente descritas, están identificadas por las coordenadas que las acompañan, según se encuentren localizadas en el mapa anexo a este documento como Adjunto No. 1.

(e) Las instalaciones que están descritas en el parágrafo 1(d) anterior, cesarán de ser instalaciones sujetas a las disposiciones de este Acuerdo aplicables a las áreas para el funcionamiento del Canal según se establece a continuación:

(i) Treinta meses calendario después de la entrada en vigencia de este Acuerdo:

(A) El complejo de la Estación de Policía de Balboa (801, 801-R, 801-S, 801-T y 801-U), y

(B) La Corte de Magistrados de Balboa (803)

Para los fines de esta disposición, el complejo de la Estación de Policía de Balboa y la Corte de Magistrados de Balboa están identificados en el mapa anexo a este documento como Adjunto No. 21, SK-529-25-3-A, de la manera indicada en la leyenda del mismo.

(ii) A los tres años de la vigencia de este Acuerdo:

(A) La Corte Distrital de Ancón (310), y

(B) El Centro de adiestramiento de Policía de Cristóbal (1107).

Para los fines de esta disposición, la Corte Distrital de Ancón está identificada en el mapa adjunto a este documento como Adjunto No. 22, SK-529-25-15-A, de la manera indicada en la leyenda del mismo y el Centro de Entrenamiento de la Policía de Cristóbal está identificado en el mapa anexo como Adjunto No. 23, SK-529-25-15-A, de la manera indicada en la leyenda del mismo.

(iii) Cuando los Estados Unidos cesen de usar dicha instalación:

(A) La instalación del Comisariato de Balboa (725 y 726), y

(B) La instalación del Comisariato de Coco Solo (100 y 22).

Para los fines de esta disposición, la instalación del Comisariato de Balboa está identificada en el mapa adjunto a este documento como Adjunto No. 21, SK-529-25-3-A y las instalaciones del Comisariato de Coco Solo están identificadas en el mapa anexo como Adjunto No. 24, SK-529-25-16-A.

(iv) Cuando la República de Panamá requiera las siguientes áreas e instalaciones para la expansión del Puerto de Balboa:

(A) El área del Muelle 20 (incluso 57 y 57-X), y

(B) El patio de chatarra (excepto 42).

Para los fines de esta disposición, estas áreas e instalaciones están identificadas en el mapa anexo a este documento como Adjunto No. 25, SK-529-25-4-A, de la manera indicada en la leyenda del mismo.

2. Las áreas de viviendas son las siguientes:

(a) Coco Solo, según se identifica en el mapa anexo a este documento como Adjunto No. 19, SK-529-25-16, de la manera indicada en la leyenda del mismo.

(b) Campo de Francia (Gold Hill), según se identifica en el mapa anexo como Adjunto No. 20, SK-529-25-18, de la manera indicada en la leyenda del mismo.

(c) Margarita, según se identifica en el mapa anexo como Adjunto No. 13, SK-529-25-12, de la manera indicada en la leyenda del mismo.

(d) Mindí, según su ubicación en el mapa anexo como Adjunto No. 1 (Centro aproximado en la Coordenada 202286)

(e) Gatún, según se identifica en el mapa anexo como Adjunto No. 12, SK-529-25-11, de la manera indicada en la leyenda del mismo.

(f) Gamboa, según se identifica en el mapa anexo como Adjunto No. 11, SK-529-25-10, de la manera indicada en la leyenda del mismo.

(g) Cárdenas (viviendas de la Comisión), según se identifica en el mapa anexo como Adjunto No. 26, SK-529-25-7-A, de la manera indicada en la leyenda del mismo.

(h) Los Ríos, según se identifica en el mapa anexo como Adjunto No. 10, SK-529-25-7, de la manera indicada en la leyenda del mismo.

(i) Corozal, según se identifica en el mapa anexo como Adjunto No. 10, SK-529-25-7, de la manera indicada en la leyenda del mismo.

(j) Diablo, según se identifica en el mapa anexo como Adjunto No. 9, SK-529-25-6, de la manera indicada en la leyenda del mismo.

(k) Balboa (La Boca), según se identifica en los mapas anexos

como Adjuntos No. 6 y 8, SK-529-25-3 y SK-529-25-5, de la manera indicada en la leyenda de los mismos.

(l) Altos de Balboa, según se identifica en el mapa anexo, como Adjunto No. 5, SK-529-25-2, de la manera indicada en la leyenda del mismo.

(m) Ancón, según se identifica en el mapa anexo como Adjunto No. 4, SK-529-25-1, de la manera indicada en la leyenda del mismo.

(n) Dieciocho unidades de viviendas ubicadas dentro del área identificada como la "Estación Naval de Radio Summit" en el mapa anexo a este documento como Adjunto No. 1, en el caso y en el momento en que el área deje de ser un Area de Coordinación Militar.

(o) Cárdenas (vivienda de la Administración Federal de Aviación), según se identifica en el mapa anexo como Adjunto No. 27, SK-529-25-7-AA, de la manera indicada en la leyenda del mismo, en el caso y en el momento en que termine el uso de dicha área de vivienda por parte de la Administración Federal de Aviación y el área dejare de ser un área sujeta a un acuerdo bilateral separado.

3. Los servicios e instalaciones auxiliares fuera de las áreas puestas a disposición de los Estados Unidos y cuyo uso los Estados Unidos podrán continuar son las siguientes:

(a) Ayudas a la navegación;

(b) Estaciones de triangulación;

(c) Estaciones hidrográficas y estaciones telemétricas;

(d) Areas de desecho de material dragado;

(e) Varaderos;

(f) Represas auxiliares, diques y estructuras para el control de aguas;

(g) Muelles y atracaderos;

(h) Sistemas de protección y control de estabilidad de riberas;

(i) Instalaciones de apoyo, y

(j) Otros servicios e instalaciones existentes requeridos para el manejo, funcionamiento o mantenimiento del Canal (como las instalaciones de mantenimiento, líneas de servicio y tuberías).

4. Los fondeaderos son los siguientes:

(a) El área del fondeadero en el Pacífico está identificada en la carta de navegación No. 21603, anexa como Adjunto No. 28, de la manera indicada en la leyenda de la misma.

(b) El área del fondeadero del Atlántico está identificada en la carta de navegación No. 26068, anexa como Adjunto No. 29, de la manera indicada en la leyenda de la misma.

5. Las áreas para la expansión de los fondeaderos son las siguientes;

(a) El área de expansión del fondeadero del Pacífico está identificada en la carta de navegación anexa como Adjunto No. 28, de la manera indicada en la leyenda de la misma.

(b) El área de expansión del fondeadero del Atlántico está identificada en la carta de navegación anexa a este documento como Adjunto No. 29, de la manera indicada en la leyenda de la misma.

(c) El área de expansión del fondeadero de Bahía Limón está identificada en la carta de navegación anexa a este documento como Adjunto No. 29, de la manera indicada en la leyenda de la misma.

6. Las siguientes áreas de tierras y aguas fuera del área puesta a disposición para el uso de los Estados Unidos de conformidad con el Tratado del Canal de Panamá están también sujetas al procedimiento de

autorización para el uso de tierras establecido en el artículo IV de este acuerdo:

(a) A partir de la entrada en vigencia de este acuerdo.

(i) El Río Chagres entre Gamboa y la Represa de Madden hasta la curva de nivel de 100 pies. El Río Chagres entre la Represa Gatún y el Mar Caribe hasta la curva de nivel de 30 pies.

(ii) Cerca de la entrada al Canal en el Atlántico:

- Dentro de la Bahía Limón, las áreas al Oeste del cauce del Canal que no están dentro del área para el funcionamiento del Canal.
- Fuera de la Bahía Limón, hasta una distancia de 3 kilómetros a cada lado de la línea central del cauce del Canal, desde el rompeolas hacia el Norte hasta una distancia de 3 millas náuticas.

(iii) Cerca de la entrada al Canal en el Pacífico:

- A lo largo de la ribera Este del Canal, desde el Puerto de Balboa hacia el Sur, hasta la calzada de Amador, 30 metros tierra adentro desde la línea de las altas mareas.
- A lo largo de la porción de la calzada de Amador que se extiende desde el límite Sur de tierra firme en Fuerte Amador hasta la Isla Naos, el área al noreste de la calzada hasta una distancia de 1 kilómetro.
- Las áreas de aguas dentro de una distancia de 3 kilómetros a cada lado de la línea central del cauce del Canal desde un punto (Coordenada 603855) cerca de la Isla Naos extendiéndose hacia el

sureste paralelamente a la línea central del Canal hasta una distancia de 3 millas náuticas.

- Las áreas de aguas comprendidas entre el lindero Este del complejo de la Base Aérea de Howard - Fuerte Kobbe y el cauce del Canal.

(b) A los tres años de la vigencia de este acuerdo: El área de la Penitenciaría de la Zona del Canal (Gamboa), según se describe arriba en el parágrafo 1(b).

ANEXO B

Los Puertos de Balboa y Cristobal

Las áreas e instalaciones de los Puertos de Balboa y Cristóbal, así como ciertos derechos específicos de uso y garantías otorgados por la República de Panamá a los Estados Unidos en relación a las mismas, se describen a continuación y, en el caso de dichas áreas e instalaciones, éstas se identifican, pero no definitivamente, en los mapas adjuntos a este anexo y a los cuales se hace referencia en el mismo y en los distintos mapas adjuntos al Anexo A. Cuando áreas o instalaciones estén representadas en más de un mapa de diferentes escalas, la identificación en el mapa de escala mayor será decisiva. Una descripción más precisa y los linderos exactos serán acordados a la mayor brevedad posible y tal como se describe en el Anexo A. Cuando la identificación antes mencionada haya sido completada y acordada, será decisiva en cuanto a los linderos de las instalaciones y áreas descritas en este anexo.

1. Los linderos de los puertos de Balboa y Cristóbal se identifican en los mapas adjuntos a este anexo como Adjuntos Nos. 1 y 2, respectivamente, en la forma indicada en las leyendas de los mismos.

2. Para los fines de manejo, funcionamiento, mantenimiento, protección y defensa del Canal, los Estados Unidos tendrán el derecho a usar las siguientes instalaciones y equipos portuarios, los cuales mantendrá la República de Panamá en condición de funcionamiento eficiente:

(a) Los atracaderos 6, 7, 14, 15, 16, 17 y el Muelle 18, incluso sistemas de defensa, cabrestantes, camellos, bolardos, bitas, y capas de desgaste, apartaderos ferroviarios, rieles para grúas, luces de señales, tuberías de agua, alcantarillados, tuberías de aire comprimido, cables eléctricos, cables teléfonicos, tuberías conductoras y equipos de manejo de materiales, túneles e interruptores.

(b) Instalaciones.

(i) Dique seco No. 1, incluso todas las instalaciones, equipos y servicios siguientes que son necesarios para apoyar su funcionamiento:

(A) Las compuertas MITER del dique seco y dos motores eléctricos y los sistemas mecánicos para abrir y cerrar las compuertas.

(B) Cincuenta burros para quilla y ciento cincuenta burros de acarreo, incluso todos los rieles para burros de acarreo, roldanas de cadenas, escuadras, cadenas de acarreo y grapas de entramado.

(C) Diez cabrestantes

(D) Los túneles de inundación y de vaciado de agua.

(E) Cuatro bombas para vaciado de agua, dos bombas de desagüe, y una bomba de agua salada.

(F) Todas las válvulas, mamparas y pantallas del sistema de inundación y vaciado.

(G) Tres compresores estacionarios de aire 1600 PCM Joy.

(H) Un ascensor

(I) Dieciseis cobertizos portátiles contra lluvia.

(J) Atracadero 8.

(K) Todos los dispositivos de interrupción eléctrica, sistemas de alumbrado y eléctricos, tuberías de agua y de aire comprimido, y los sistemas hidráulicos de control ubicados en el Edificio 29, el dique seco y el atracadero 8.

(ii) Edificios:

Números	Descripción
1	Taller de máquinas
1-C	Edificio de servicios (Almacenamiento)
1-D	Reparación de lanchas
1-G	Taller de tuberías
1-H	Depósito central de herramientas,

	cuarto de mangueras y ventiladores, taller de reparación de herramientas eléctricas
29	Planta de bombeo y compresión
32	Cobertizo de almacenamiento de burros del dique seco
17,18,20,25 y 30	Servicios sanitarios y cuartos de armarios

Todos los túneles de servicio, sistemas eléctricos, de aire y de agua que sirven estos edificios.

(c) Máquinas-Herramientas y equipos:

(i) Grúas D-4 (50 toneladas, a vapor) y D-19-N (30 toneladas, diesel-eléctrica) y todos los rieles.

(ii) Grúas eléctricas portátiles de 5 toneladas (US-28 y 52).

(iii) Grúas colgantes: Dos en el Edificio 29; dos en el Edificio 1.

(iv) Andamiaje y pasarelas.

(v) Cortadora y roscadora de pernos: M-569-N.

(vi) Amoladora: M-723-N.

(vii) Sierras sin fin: T-222-N, T-277-N, XT-627, N-27 y PR-65.

(viii) Tornos: M-267, M-539-N, M-820-N, L-121-N, L-132, XM-729-N, XM-741-N, y XM-808-N.

(ix) Fresadoras: M-575-N, L-99-N, L-100-N y L-118-N.

(x) Cepilladoras: M-178 y M-824-N.

(xi) Taladradoras de columnas: M-578-N, M-701 y M-709-N.

(xii) Torno para madera: N-36.

(xiii) Cepilladora: N-24.

(xiv) Garlopa: M-197-N.

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(xv) Garlopa-Cepilladora: BR-64

(xvi) Sierra: M-29-N.

(xvii) Sierra de banco: BR-66.

(xviii) Lijadora de disco: N-32.

(xix) Máquina de acabado: L-207.

(xx) Roscadoras: L-194 y T-223-N.

(xxi) Cizalladora: XT-290.

(xxii) Dinamómetro: L-172.

(xxiii) Máquina para poner cabezas a los pernos: F-174-N.

(xxiv) Amoladoras: XW-599-N y XM-758.

(xxv) Dobladora: T-231-N

(xxvi) Escopleadora: XW-707-N

(xxvii) Ranuradora-Perforadora: XW-820-N.

(xxviii) Canteadora: XB-872.

(xxix) Sierra de mesa: XW-572-N.

3. Los Estados Unidos tendrán derecho, sobre una base garantizada, a usar las siguientes instalaciones y servicios portuarios de acuerdo con los programas de mantenimiento de La Comisión o para reparaciones de emergencia:

(a) Las instalaciones listadas en el parágrafo 2 (b) de este anexo.

(b) Las Máquinas-Herramientas y Equipos listados en el parágrafo 2 (c) de este anexo.

(c) Acceso.

(i) El área pavimentada del astillero adyacente al dique seco No. 1 y a los edificios listados en el parágrafo 2 (b) (ii) de este anexo.

(ii) El acceso por agua requerido por el equipo flotante y las naves desde el área para el funcionamiento del Canal al dique seco No. 1 incluye una profundidad suficiente para salvar el umbral de la compuerta(-39.5 pies PLD) y suficiente espacio libre lateral entre los atracaderos 7 y 8 para permitir la entrada segura.

ANEXO C

Garantías Procesales

Un empleado ciudadano de los Estados Unidos o un dependiente enjuiciado por las autoridades panameñas, tendrá derecho a las siguientes garantías procesales:

(a) A un juicio expedito y rápido.

(b) A que se le informe, antes del juicio, sobre el cargo o cargos específicos presentados contra él.

(c) A que se le confronte y se le permita el careo con los testigos presentados en su contra.

(d) A que se presenten a su favor elementos de prueba y testigos. Las autoridades presentarán tales pruebas y citarán a los testigos, si estos se encontraren dentro de la República de Panamá.

(e) A tener representación legal de su elección para su defensa durante todas las etapas del sumario el plenario, desde el momento en que rinda indagatoria y durante todo el procedimiento; o, en caso de manifestar que carece de recursos económicos para su defensa, ser defendido por el defensor de oficio apropiado.

(f) A emplear los servicios de un intérprete competente, si lo considera necesario.

(g) A comunicarse con un respresentante del Gobierno de los Estados Unidos de América y a que dicho representante esté presente, como observador, en su juicio.

(h) A no ser acusado por razón de acto u omisión que no constituía un delito según las leyes de la República de Panamá en el momento en que se cometió.

(i) A estar presente en su juicio, el cual será público. Sin embargo, sin perjuicio de las garantías procesales señaladas en este anexo, se podrá excluir a las personas cuya presencia no fuere necesaria, si así lo decidiere la Corte por razones de moral o de orden pú-

blico.

(j) A que en su proceso, toda la carga de la prueba recaiga sobre el Ministerio Público o la acusación particular.

(k) A que los tribunales consideren solamente las confesiones voluntarias y pruebas obtenidas en forma apropiada, conforme a los requisitos de la ley.

(l) A no ser obligado a declarar contra sí mismo o a incriminarse en alguna otra forma.

(m) A que no se le exija comparecer en juicio si no es física o mentalmente apto para comparecer y participar en su defensa.

(n) A no ser juzgado o castigado más de una vez por el mismo delito.

(o) A tener el derecho de apelar de la condena o la sentencia.

(p) A que se le acredite en el cumplimiento de la pena todo el período de reclusión servido antes del juicio.

(q) A no estar sujeto a la aplicación de la ley marcial o a juicio por tribunales militares o especiales.

(r) A disfrutar de todas las demás garantías y derechos dispuestos en la Constitución, el Código Judicial y otras leyes de la República de Panamá.

AGREED MINUTE TO THE AGREEMENT IN IMPLEMENTATION
OF ARTICLE III OF THE PANAMA CANAL TREATY

1. With reference to paragraph 2 of Article I, it is agreed that skilled, technical or professional employees of the Commission, who are nationals of States other than the United States or the Republic of Panama, and their dependents, shall have the same rights and privileges as United States citizen employees and dependents under the Panama Canal Treaty and the Agreement in Implementation of Article III of that Treaty (hereinafter referred to as "the Agreement"). Presence in connection with employment by the Commission shall not be considered as residence in the Republic of Panama. However, this provision shall not apply to nationals of third States recruited within the Republic of Panama after the entry into force of the Agreement.

2. With reference to Article II, it is contemplated that the United States may be represented on the Coordinating Committee by a senior United States citizen official or employee of the Commission and that the Republic of Panama will be represented by a citizen of the Republic of Panama of corresponding level or rank.

3. With reference to Article VI:

(a) it is understood that during the five years following the entry into force of the Panama Canal Treaty, certain United States nationals employed by the United States Forces, such as employees of medical and educational facilities, and their dependents, shall be considered to be United States citizen employees and dependents.

(b) it is understood that a housing unit is an individual family apartment, bachelor apartment or bachelor room in a single or multi-dwelling building. The minimum percentages of housing units, the use of which will pass to the Republic of Panama, have been calculated on the basis of an estimated inventory of approximately 4,300 housing units owned by the Panama Canal Company immediately prior to entry into force of the Agreement.

4. With reference to paragraph 3 of Article XIII, concerning educational services that may be furnished to United States citizen employees and their dependents, it is understood that the United States may continue to furnish such services to dependents of any person, regardless of nationality, in those cases in which such dependents were enrolled in the school system of the former Canal Zone Government prior to the entry into force of the Agreement.

5. With reference to paragraph 2 of Article XIX, it is understood that, as a matter of general policy, the Republic of Panama will waive jurisdiction to the United States, at its request, in cases arising under that paragraph.

6. With reference to paragraph 4(b) of Article XIX, the five offenses under Panamanian law referred to are understood to be:

(a) Murder - the intentional killing of one person by another.

(b) Rape - the commission of an act of sexual intercourse by violence or threat and without consent with a person not his spouse, or with a person who is not capable of resisting by reason of mental or physical illness, or with a minor less than twelve years old.

(c) Robbery with violence - the act of appropriating an object of value belonging to someone else with the purpose of

depriving its owner of his possession and deriving benefit from it, using violence against such person or a third person present at the scene of the act.

(d) Trafficking in drugs - the unlawful sale, exchange, or transfer for gain of marihuana, hashish, heroin, cocaine, amphetamines, barbiturates, or L.S.D.

(e) Crimes against the security of the Panamanian State - espionage, sabotage, or terrorism directed against the constituted powers or authorities of the Republic of Panama, with the purpose of overthrowing them.

7. With reference to Annex A, it is understood that the United States may continue to provide utility services, in coordination with the appropriate authorities of the Republic of Panama, for certain of those areas and facilities transferred to the Republic of Panama as provided in Article XIII of the Panama Canal Treaty. It is further understood that since the utilities systems serving many of these areas and facilities are fully integrated with those of the Canal, the United States may, on behalf of the utilities agencies of the Republic of Panama, continue to provide utilities such as power, water, and sewers to private persons or to agencies of the Government of Panama in such areas. It is further understood that the utilities agencies of the Republic of Panama will be responsible for setting rates for and billing such of its customers, and will reimburse the United States for its cost in providing such services.

8. With reference to subparagraph 1(a) of Annex A:

(a) it is understood that the Republic of Panama may construct (i) an Atlantic Coast Highway through a right-of-way to be agreed upon by the Parties, at such time as the Republic of Panama

is prepared to begin construction of that highway, and (ii) a new highway on the Pacific side of the Isthmus through a right-of-way to be agreed upon by the Parties at such time as the Republic of Panama is prepared to begin construction of that highway. It is further understood that the bridge over the Canal, in each case, will be constructed sufficiently high so as not to interfere with the operation of the Canal or with any improvements that may be made to the Canal.

(b) it is understood that the National Port Authority of the Republic of Panama will have the right to use, free of cost, the marine bunkering facilities located on Pier 16, Cristobal, for discharging petroleum products, subject always to the right of the United States to use those facilities on a priority basis. It is further understood that, in connection with its use of those facilities, the Republic of Panama will not alter or modify Pier 16, the marine bunkering facilities or the utilities thereon, except as mutually agreed, and will reimburse the United States for any damage caused as a result of the Republic of Panama's use of such facilities.

9. With reference to paragraphs 1(d)(xxxiii) and 1(e)(i)(A) of Annex A, it is understood that the United States shall make available to the Republic of Panama appropriate areas within the Balboa Police Station Complex for police liaison purposes for the thirty-month transition period following the entry into force of the Agreement. It is understood that at the end of that period, the provisions of paragraph 2(b) of Article XIII of the Panama Canal Treaty shall apply. With reference to paragraph 1(d)(cxx) of Annex A, it is understood that the United States shall, if requested by the Republic of

Panama, make available to the Republic of Panama appropriate areas within the Cristobal Police Station (located in Building 1105) for police liaison purposes for the aforesaid thirty-month period and, thereafter, for general police functions.

10. With reference to subparagraphs 1(e)(iv)(A) and (B) of Annex A, it is understood that at such time as Pier 20 and the Scrap Yard area referred to therein cease to be areas subject to the provisions of the Agreement applicable to the Canal operating areas, the Republic of Panama will provide comparable and acceptable pier space in Balboa Harbor and scrap yard areas for the use of the Commission at no charge.

11. With reference to paragraph 2 of Annex A, it is understood that the United States may continue to operate and maintain non-commercial recreational and community service areas and facilities for the benefit of all occupants of the housing areas and all employees of the Commission, and their dependents, on a nondiscriminatory basis. It is further understood that recreational and community service activities conducted in such areas and facilities will be non-commercial, and there will be no user charges associated therewith unless otherwise agreed by the Parties.

12. With reference to subparagraph 3(d) of Annex A, it is understood that such spoil dump areas include the spoil dump areas identified on the navigational charts attached thereto as Attachments 28 and 29, in the manner indicated on the legend thereof.

13. With reference to subparagraph 3(j) of Annex A, it is understood that the Republic of Panama will not undertake or permit any construction, excavation or other activity which may endanger or encroach upon underground or aboveground installations, including

pipes, ducts, culverts, cables, microwave paths and transmission lines, except as may be otherwise agreed in the Coordinating Committee.

14. With reference to Attachment Nos. 1 and 6 of Annex A, it is understood that the Republic of Panama shall continue to use the Balboa Fire Station (Building 703, Attachment No. 6) and the Coco Solito Fire Station (Building 96, Attachment No. 1, Coordinates 231328) as fire protection installations throughout the life of the Agreement, unless otherwise agreed by the Parties. The provisions of paragraph 2(a) of Article XIII of the Panama Canal Treaty apply to such fire stations. It is further understood that the United States, which may continue to provide fire protection of Commission areas and installations, and the Republic of Panama, which is responsible for fire protection generally throughout its territory, will review periodically the most effective allocation of both Parties' fire protection resources, and, if appropriate, the United States will transfer to the Republic of Panama such other fire stations as are excess to its needs. The Republic of Panama shall continue the use of any installations so transferred as fire protection installations for the life of the Agreement, unless otherwise agreed. It is understood also that both Parties will cooperate fully in ensuring effective and efficient delivery of fire protection services throughout the vicinity of the Canal.

15. With reference to Attachments 1, 14 and 15 to Annex A, it is understood that prior to authorizing any new use of or activities in the townsites of Pedro Miguel (Attachment No. 14) or Paraiso (Attachment No. 15) or (a) the land areas within a distance of 3 kilometers each side of the center line of the Canal channel from a point (Coordinates 603855) near Naos Island extending southeast paralleling the Canal center line for a distance of 3 nautical

miles or (b) the land areas between the easterly boundary of the Howard Air Force Base-Fort Kobbe Complex and the Canal channel, the Republic of Panama shall ensure that the Commission concurs in writing that the proposed use or activity would be compatible with the efficient management, operation, maintenance, protection and defense of the Canal. It is further understood that the Republic of Panama (a) shall control and supervise the activities to be carried out under its responsibility in the aforementioned townsites and areas to ensure that such activities are compatible with such purposes, and (b) shall take the measures necessary to prevent, or to terminate, any activity that, in the opinion of the Commission, is incompatible with such purposes. It is further understood that, with reference to the aforementioned townsites of Pedro Miguel and Paraiso, the provisions of paragraphs 4 and 6 of Article VI of the Agreement will apply thereto.

16. With reference to Attachment No. 4 to Annex A, it is understood that for thirty calendar months following the entry into force of the Agreement the United States may, for activities related to the management, operation or maintenance of the Panama Canal, continue to use certain office space located in the Civil Affairs Building (Building No. 0610), title to which is transferred to the Republic of Panama upon the entry into force of the Agreement as provided in Article XIII of the Panama Canal Treaty. It is further understood that, notwithstanding paragraph 4(xiii) of the Annex to the Panama Canal Treaty, the Commission may use such building to operate and maintain the museum and library collections which are located therein upon the entry into force of the Agreement.

17. With reference to Attachment No. 6 to Annex A:

(a) it is understood that the Republic of Panama shall ensure that recreational and entertainment activities comparable to those currently provided will continue to be provided in the Bowling Alley, Cafeteria, and Theater located in Balboa (Buildings 717-X, 727, and 727-C) throughout the life of the Agreement, unless otherwise agreed by the Parties. The provisions of paragraph 2(a) of Article XIII of the Panama Canal Treaty apply to such facilities.

(b) it is understood that the Republic of Panama shall continue use of the Balboa Post Office (Building 724) and the Gamboa Post Office (Building 61) as postal service[1] installations throughout the life of the Agreement, unless otherwise agreed by the Parties. The provisions of paragraph 2(a) of Article XIII of the Panama Canal Treaty apply to such post offices.

18. With reference to Attachment 7 to Annex A, it is understood that the Republic of Panama will permit access to and scheduled use of the baseball and softball fields located in the Port of Balboa by organized leagues until such time as the area in which such fields are located is converted to other use. It is further understood that at such time as any of such fields is converted to other use, the Republic of Panama will make available, without charge, other areas suitable for the use of organized leagues.

19. With reference to Attachment No. 18 of Annex A, it is understood that appropriate areas in the Cristobal Administration Building (Building 1105) shall be made available to the postal service system of the Republic of Panama for postal service purposes.

20. With reference to Attachment 1 to Annex B:

(a) it is understood that the Ports and Railroads Committee will not approve any activity within the area which constituted the

[1] TIAS 10034; *post*, p. 440.

Corozal Antenna Field, prior to the entry into force of the Agreement, which would require construction of piers, docks, quays, or any similar structures along the banks of the Canal or within 250 feet of such banks.

(b) it is understood that the installations, shipyards, buildings, and equipment within said buildings, which make up the Naval Industrial Reserve Shipyard and which, in accordance with Article V of the Agreement, shall be made available to the United States in event of a defense emergency, include the following facilities: Drydocks 1, 2, and 3; Docks 7, 8, 12, and 13; Cranes D-4 and D-19-N; Buildings 1, 1A, 1C, 1D, 1G, 1H, 1J, 30, 17, 31, 20, 18, 2, 2A, 3, 4, 4B, 29, 25, 16, 11, 23, 12, 29B, 12A, 12X, and 13; the transfer table and capstans. It is understood, however, that only those of the above facilities which have been transferred to the Republic of Panama shall be deemed to be included within the Naval Industrial Reserve Shipyard for the purposes of paragraph 2(g) of Article V of the Agreement.

(c) it is understood that the Republic of Panama will permit the American Legion and the Balboa Yacht Club to continue their operations in Building 1370 and the adjacent facilities, unless otherwise agreed in the Ports and Railroads Committee.

21. With reference to Attachment 2 to Annex B, it is understood that the United States may use Pier 8 in the Port of Cristobal for berthing and handling cargo for the SS Cristobal, or for any successor to it, on a priority basis.

ACTA CONVENIDA SOBRE EL ACUERDO PARA LA EJECUCION DEL ARTICULO III DEL TRATADO DEL CANAL DE PANAMA

1. Con referencia al parágrafo 2 del artículo I, queda convenido que los empleados calificados, técnicos o profesionales de La Comisión que sean ciudadanos de terceros países, y sus dependientes, tendrán los mismos derechos y privilegios que disfrutan los empleados ciudadanos de los Estados Unidos y sus dependientes de conformidad con el Tratado del Canal de Panamá y con este acuerdo. No se considerarán domiciliados en la República de Panamá los empleados antes dichos cuya presencia en territorio panameño se deba a su empleo en La Comisión. Sin embargo, esta disposición no se aplicará a los nacionales de terceros países reclutados dentro de la República de Panamá después de la entrada en vigor del acuerdo arriba descrito.

2. Con referencia al artículo II, se prevé que los Estados Unidos de America podrán estar representados en la Comisión Coordinadora por un funcionario o empleado de alto nivel de La Comisión, ciudadano de los Estados Unidos de America, y que la República de Panamá estará representada por un ciudadano de Panamá de correspondiente nivel o categoría.

3. Para los fines del artículo VI:

(a) Queda entendido que durante los cinco años primeros de vigencia del Tratado del Canal, los nacionales de los Estados Unidos empleados por las Fuerzas de los Estados Unidos en los servicios médicos y educativos y sus dependientes serán considerados como ciudadanos empleados de los Estados Unidos y sus dependientes.

(b) Queda entendido que una unidad de vivienda es un apartamento para una sola familia, o un apartamento de soltero o una habitación de soltero en un edificio de una sola unidad o de unidades múltiples. Los porcentajes mínimos de unidades de vivienda, cuyo uso se

transferirá a la República de Panamá, se han calculado sobre la base de un inventario estimado, aproximadamente de 4,300 unidades de vivienda las cuales eran de propiedad de la Compañía del Canal de Panamá inmediatamente antes de la entrada en vigor de este acuerdo.

4. Con referencia al parágrafo 3 del artículo XIII concerniente a los servicios educativos que pueden suministrarse a los empleados ciudadanos de los Estados Unidos y sus dependientes, se conviene en que los Estados Unidos podrán continuar suministrando esos servicios a los dependientes de cualquier persona, independientemente de su nacionalidad, cuando estuviesen matriculados en el sistema escolar del territorio que constituyó la Zona del Canal, antes de entrar en vigor este acuerdo.

5. Con referencia al parágrafo 2 del artículo XIX, queda entendido que la República de Panamá,como política general, declinará jurisdicción en favor de los Estados Unidos, a solicitud de estos, en los casos pertinentes a dicho parágrafo.

6. Con relación al parágrafo 4(b) del artículo XIX, queda entendido que los cinco delitos, conforme a la ley panameña, indicados allí son:

(a) El homicidio, que es la muerte intencionalmente causada a una persona por otra.

(b) La violación, que es la realización del acto sexual con violencia o amenaza con una persona distinta al cónyuge y sin su consentimiento, o con una persona que no estuviere en capacidad de resistir debido a enfermedad mental o física, o cuando la víctima fuere menor de doce años.

(c) El robo, o sea, el acto de apoderarse de una cosa ajena de valor con el fin de privar de su posesión a su dueño y aprovecharse de ella, utilizando violencia contra dicha persona o contra un tercero presente en el lugar del acto.

(d) El tráfico de drogas, o sea, la venta, el intercambio, la transferencia ilegal con fines de lucro, de marihuana, hashish, heroína, cocaína, anfetaminas, barbitúricos o LSD.

(e) Los delitos contra la seguridad del Estado panameño como el espionaje, el sabotaje o el terrorismo dirigido contra las autoridades o poderes, constituidos de Panamá, tendientes a derrocarlos.

7. Con relación al Anexo A, queda entendido que los Estados Unidos podrán continuar suministrando servicios públicos, en coordinación con las autoridades competentes de la República de Panamá, a algunas de las áreas e instalaciones que se transfieren a la República de Panamá según se estipula en el artículo XIII del Tratado del Canal de Panamá. Queda entendido, además, que, dado que los sistemas de servicios públicos que sirven a muchas de estas áreas e instalaciones están plenamente integrados con los del Canal, los Estados Unidos, a nombre de las agencias de servicios públicos de la República de Panamá, podrán continuar suministrando servicios públicos tales como electricidad, agua y alcantarillado a personas privadas o a agencias del Gobierno de Panamá en dichas áreas. Queda entendido, además, que las agencias de servicios públicos de la República de Panamá serán responsables de la fijación de tarifas, la facturación y el cobro a tales clientes y que reembolsarán a los Estados Unidos el coste de proveer dichos servicios.

8. Con relación al subparágrafo 1 (a) del Anexo A:

(a) Queda entendido que la República de Panamá podrá construir (i) una carretera por la costa Atlántica en una servidumbre que será convenida por las Partes cuando la República de Panamá estuviese lista para iniciar la construcción de esa carretera, y (ii) una nueva carretera en el lado Pacífico del Istmo en una servidumbre que será

convenida por las Partes cuando la República de Panamá estuviese lista para iniciar la construcción de esa carretera. Queda entendido, además, que el puente sobre el Canal, en cada caso, será construído lo suficientemente alto para que no interfiera con el funcionamiento del Canal ni con ninguna mejora que pueda hacerse al Canal.

(b) Queda entendido que la Autoridad Portuaria Nacional de la República de Panamá tendrá el derecho a usar, libre de coste, las instalaciones de aprovisionamiento de combustible marino situadas en el Muelle 16, Cristóbal, para descargar productos de petróleo, sujeto siempre al derecho de los Estados Unidos de usar dichas instalaciones sobre una base prioritaria. Queda entendido, además, que la República de Panamá con relación a su uso de esas facilidades, no alterará ni modificará el Muelle 16 ni las instalaciones de aprovisionamiento de combustible marino ni los servicios públicos en el mismo, excepto según se convenga mutuamente, y que reembolsará a los Estados Unidos por cualquier daño que resultare del uso, por la República de Panamá, de dichas instalaciones.

9. En relación a los parágrafos 1 (d) (xxxiii) y 1 (e) (i) (A) del Anexo A, se entiende que los Estados Unidos pondrán a disposición de la República de Panamá áreas apropiadas en el Complejo de la Estación de Policía de Balboa para fines de enlace policial durante el período de transición de treinta meses después de la entrada en vigencia de este Acuerdo. Queda también entendido que al final de ese período se aplicará a esas instalaciones lo dispuesto en el parágrafo 2 (b) del artículo XIII del Tratado del Canal de Panamá. En relación al parágrafo 1 (d) (cxx) del Anexo A, se entiende que los Estados Unidos, si se les solicita por Panamá, pondrán a disposición de la República de Panamá áreas apropiadas dentro de la Estación de Policía de Cristóbal (localizada en el edificio 1105) para fines de enlace policial durante

un período de treinta meses después de la entrada en vigencia de este Acuerdo, y posteriormente, para funciones policiales generales.

10. En relación a los subparágrafos 1 (e) (iv) (A) y 1 (e) (iv) (B) del Anexo A, queda entendido que en el momento en que el muelle 20 y el área de patio de chatarra a que se hace referencia en el mismo cesaren de ser áreas sujetas a las disposiciones del acuerdo aplicables a las áreas para el funcionamiento del Canal, la República de Panamá pondrá a la disposición, libre de coste, espacio de muelle comparable y aceptable en el puerto de Balboa y áreas para el patio de chatarra para el uso de la Comisión.

11. En relación al parágrafo 2 del Anexo A, queda entendido que los Estados Unidos podrán continuar manejando y manteniendo áreas e instalaciones para servicios recreacionales y de la comunidad, no comerciales, para beneficio de todos los residentes de las áreas de viviendas y todos los empleados de La Comisión y sus dependientes, sobre una base no discriminatoria. Se entiende, además, que las actividades recreacionales y de servicios a la comunidad realizadas en esas áreas e instalaciones serán no comerciales, y no se establecerán cargos al usuario en relación a éstos a menos que sean acordados por las Partes.

12. En relación al subparágrafo 3 (d) del Anexo A, se entiende que dichas áreas para colocar desechos de materiales dragados incluyen las áreas para colocar desechos de materiales dragados identificadas en las cartas náuticas anexas a dicho documento como Adjuntos 28 y 29, en la forma que se indica en la leyenda de las mismas.

13. En relación al subparágrafo 3 (j) del Anexo A, se entiende que la República de Panamá no ejecutará ni permitirá ninguna construcción, excavación, u otra actividad que pueda poner en peligro o afectar instalaciones bajo o sobre tierra, incluyendo tuberías, conductos, alcan-

tarillas, cables, trayectorias y líneas de transmisión de microondas, excepto como pueda acordarse en la Comisión Coordinadora.

14. En relación a los Adjuntos No. 1 y 6 del Anexo A, se entiende que la República de Panamá continuará el uso de la Estación de Bomberos de Balboa (Edificio 703, Adjunto No. 6) y la Estación de Bomberos de Coco Solito (Edificio 96, Adjunto No. 1, coordenadas 231328) como instalaciones de protección contra incendios durante la vigencia de este acuerdo, a menos que las Partes acuerden lo contrario. A estas instalaciones se aplicará lo dispuesto el en parágrafo 2 (a) del artículo XIII del Tratado del Canal de Panamá. Se entiende, además, que los Estados Unidos, que podrán continuar proveyendo protección contra incendios a las áreas e instalaciones de la Comisión, y la República de Panamá, que es responsable en general de la protección contra incendios en todo su territorio, revisarán periódicamente la asignación más efectiva de los recursos contra incendios de ambas Partes y si fuere apropiado, los Estados Unidos transferirán a la República de Panamá las estaciones contra incendios que excedan sus necesidades. La República de Panamá continuará el uso de cualquier instalación que haya sido transferida de esta manera, como instalación para la protección contra incendios durante la vigencia de este acuerdo, a menos que se acuerde lo contrario. Queda también entendido que las Partes cooperarán plenamente para asegurar la prestación efectiva y eficiente de los servicios de protección contra incendios en la vecindad del Canal.

15. Con relación a los Adjuntos 1, 14 y 15 del Anexo A, queda entendido que antes de autorizar algún nuevo uso o actividades en los poblados de Pedro Miguel (AdjuntoNo. 14) o Paraíso (Adjunto No. 15) o

(a) las áreas de tierra dentro de tres kilómetros de distancia a cada lado de la línea central del cauce del Canal, desde un punto (coordenadas 603855) cerca a la Isla Naos extendiéndose hacia el

sureste, paralelamente a la línea central del Canal, hasta una distancia de tres millas náuticas o

(b) a las áreas de tierra entre el lindero este del complejo de la Base Aérea Howard-Fuerte Kobbe y el cauce del Canal, la República de Panamá se asegurará de que la Comisión concuerda por escrito, en que el uso o las actividades proyectados serían compatibles con el manejo, mantenimiento, funcionamiento, protección y defensa eficientes del Canal. Queda entendido, además, que la República de Panamá (a) controlará y supervisará las actividades que se efectuarán bajo su responsabilidad en los referidos poblados y áreas a fin de asegurarse que dichas actividades son compatibles con dichos propósitos, y (b) tomará las medidas necesarias para impedir o terminar cualquier actividad que, según opinión de la Comisión, fuere incompatible con dichos propósitos. Queda entendido, además, que las estipulaciones de los parágrafos 4 y 6 del artículo VI del Acuerdo, también se aplicarán a los antedichos poblados de Pedro Miguel y Paraíso.

16. En relación al Adjunto No. 4 del Anexo A, queda entendido que durante los treinta meses calendarios siguientes a la entrada en vigencia del Acuerdo, los Estados Unidos podrán continuar usando ciertas oficinas situadas en el Edificio de Asuntos Civiles (Edificio No. 0610), cuyo título se transfiere a la República de Panamá a la entrada en vigencia del Acuerdo, como se dispone en el artículo XIII del Tratado del Canal de Panamá para actividades relacionadas con el manejo, funcionamiento o mantenimiento del Canal de Panamá. Queda entendido, además, que no obstante el parágrafo 4 (xiii) del Anexo del Tratado del Canal de Panamá, la Comisión podrá usar dicho edificio para operar y mantener las colecciones del museo y la biblioteca que estén ubicadas en el mismo a la entrada en vigencia de este acuerdo.

17. En relación al Adjunto No. 6 del Anexo A:

(a) Queda entendido que la República de Panamá asegurará que continuarán proveyéndose durante la vigencia de este acuerdo, salvo que las Partes convengan otra cosa, actividades recreativas y de entretenimiento comparables a las que se proveen actualmente en la cancha de Boliches, Cafetería y Teatro ubicados en Balboa (Edificios 717-X, 727 y 727-C). A estas instalaciones se aplica lo dispuesto en el parágrafo 2 (a) del artículo XIII del Tratado del Canal de Panamá.

(b) Queda entendido que la República de Panamá continuará el uso de la Oficina de Correos de Balboa (Edificio 724) y la Oficina de Correos de Gamboa (Edificio 61) como oficinas de correos durante la vigencia del Tratado, a menos que las Partes acuerden otra cosa. A estas oficinas de correos se aplicará lo dispuesto en el parágrafo 2 (a) del artículo XIII del Tratado del Canal de Panamá.

18. En relación al Adjunto 7 del Anexo A del acuerdo queda entendido que la República de Panamá permitirá el acceso a los campos de beisbol y bola suave ubicados en el Puerto de Balboa y el uso programado de los mismos a las ligas organizadas hasta cuando el área en que estén localizados dichos campos se cambie a otro uso. Queda entendido, además, que cuando cualesquiera de dichos campos se cambien a otro uso, la República de Panamá permitirá, libre de cargos, el uso de otras áreas apropiadas por ligas organizadas.

19. En relación al Adjunto No. 18 del Anexo A, queda entendido que se pondrán a la disposición de los servicios de correos de la República de Panamá, para servicios postales, áreas apropiadas del Edificio de Administración de Cristóbal (Edificio 1105).

20. Con relación al Adjunto 1 del Anexo B:

(a) Queda entendido que el Comité Portuario y Ferroviario no aprobará ninguna actividad dentro del área que constituyó el Campo de Antenas de Corozal antes de la entrada en vigencia del acuerdo, que requiera la construcción de muelles, atracaderos ni ninguna estructura

similar a lo largo de las orillas del Canal o dentro de una distancia de 250 pies desde dichas orillas.

(b) Queda entendido que las instalaciones, astilleros, edificios y los equipos dentro de dichos edificios que integran el Astillero Naval Industrial de Reserva y que, de conformidad con el artículo V del Acuerdo, serán puestos a disposición de los Estados Unidos en caso de una emergencia de defensa, incluyen las siguientes instalaciones: Los diques secos 1, 2 y 3; los atracaderos 7, 8, 12 y 13; grúas D-4 y D-19-N; los Edificios 1, 1A, 1C, 1D, 1G, 1H, 1J, 30, 17, 31, 20, 18, 2, 2A, 3, 4, 4B, 29, 25, 16, 11, 23,12, 29B, 12A, 12X y 13; la mesa y cabrestantes de transferencia. Queda entendido, sin embargo, que sólo las instalaciones arriba mencionadas que hubieren sido transferidas a la República de Panamá, se considerarán incluídas dentro del Astillero Naval Industrial de Reserva, para los fines del parágrafo 2 (g) del Artículo V del Acuerdo.

(c) Queda entendido que la República de Panamá permitirá a la Legión Americana y al Club de Yates de Balboa continuar sus operaciones en el Edificio 1370 y las instalaciones adyacentes a menos que se convenga otra cosa en el Comité Portuario y Ferroviario.

21. Con relación al Adjunto 2 del Anexo B, se entiende que los Estados Unidos podrán usar el Muelle 8 en el Puerto de Cristóbal para atracar y manejar la carga del SS Cristóbal o cualquier nave que lo reemplace, sobre una base prioritaria.

PANAMA

Panama Canal Treaty: Implementation of Article IV

Agreement signed at Washington September 7, 1977;
Entered into force October 1, 1979.
With agreed minute.

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[Added by the Department of State]

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AGREEMENT
IN IMPLEMENTATION OF ARTICLE IV
OF THE PANAMA CANAL TREATY [1]

Whereas, the United States of America and the Republic of Panama have signed on this date the "Panama Canal Treaty" to regulate the system pertaining to the operation, maintenance, administration, protection and defense of the Panama Canal in harmony with the Charter of the United Nations;[2]

Whereas, the Republic of Panama shall permit the United States to use certain parts of its territory for the protection and defense of the Panama Canal, with the participation of the Panamanian Armed Forces as is established under Article IV of the "Panama Canal Treaty" subscribed on this date;

Whereas, in order to determine the system applicable to the members of the Armed Forces of the United States, the civilian component, and dependents, accompanying them during their stay in the Republic of Panama for the specific purposes of the Panama Canal Treaty, and as the two Governments may otherwise agree, and for the purpose of regulating the use of the defense sites;

Pursuant to the "Panama Canal Treaty," the following has been agreed upon:

[1] TIAS 10030; *ante*, p. 39
[2] 993; 59 Stat. 1031; 3 Bevans 1153.

ARTICLE I

Definitions

(1) Defense Sites: Those areas, and the installations within them, which the Republic of Panama by this Agreement permits the United States Forces to use for the specific purposes of the Panama Canal Treaty, and as the two Governments may otherwise agree, a list of which is set forth in paragraph (1) of Annex A of this Agreement.

(2) United States Forces: The land, sea and air armed services of the United States of America.

(3) Members of the Forces: The military personnel of the United States Forces on active duty who are in the Republic of Panama for the specific purposes of the Panama Canal Treaty, and as the two Governments may otherwise agree.

This term includes those military personnel of the United States Forces on active duty and present in the Republic of Panama on temporary duty from other stations, or on board aircraft or vessels of the United States Forces which are in transit or visiting on official business.

Solely for purposes of the privileges authorized under Articles X, XI, and XVIII of this Agreement, this term also includes those military personnel of the United States Forces on active duty, assigned to other stations and present in the Republic of Panama on official leave.

(4) Members of the civilian component:

(a) Nationals of the United States, to whom United States passports have been issued, who are employed by the United States Forces and assigned to the defense sites in the Republic of Panama.

(b) Nationals of third countries employed by the United States Forces, who are assigned to the defense sites and who are not habitual residents of the Republic of Panama.

(c) Other categories of persons which could be agreed upon as exceptions by the two Governments.

This term includes personnel on temporary duty and civilian crew members of aircraft and vessels of the United States Forces which are in transit or visiting on official business.

For the purpose of this definition, presence in connection with employment by the United States Forces shall not be considered as residence in the Republic of Panama.

(5) Dependents: The spouse and children of members of the Forces or of the civilian component, and other relatives who depend on them for their subsistence and who habitually live with them under the same roof.

ARTICLE II

Non-intervention Principle

The members of the Forces or the civilian component, dependents, and designated contractors of the United States Forces shall respect the laws of the Republic of Panama and shall refrain from any activity inconsistent with the spirit of this Agreement. Especially, they shall abstain from all political activity in the Republic of Panama as well as from any interference in the internal affairs of the Republic.

The United States shall take all measures within its authority to ensure that the provisions of this Article are fulfilled.

ARTICLE III

Joint Committee

(1) A Joint Committee shall be established which shall start to function upon the entry into force of this Agreement and which shall be composed of a representative of the United States of America and of the Republic of Panama at the level and rank to be agreed upon by both Governments, and who may have one or more deputies, on a parity basis.

(2) The Joint Committee shall perform the functions specifically indicated by the provisions of this Agreement, and others entrusted to it by both Governments concerning the implementation of this Agreement.

(3) The Joint Committee shall determine its rules of procedure within the spirit of this Agreement and may designate the subcommittees it may deem necessary for the fulfillment of its functions.

(4) The Joint Committee shall be organized in such a manner that it may meet promptly and at any time upon request of the representative of the United States or of the Republic of Panama. The Joint Committee shall send a monthly report on its activities to the Governments of the United States and the Republic of Panama.

(5) The Joint Committee shall refer to the two Governments, for their consideration through appropriate channels, any matters which it has not been able to resolve.

ARTICLE IV

Use of Defense Sites

(1) The United States Forces may use the defense sites listed in paragraph (2) of Annex A of this Agreement. Moreover, Annex A includes a list of military areas of coordination which may be used by the Armed Forces of both Governments in accordance with Annex B to this Agreement.

(2) Annex A of this Agreement shall be examined every two years or upon the request of either Government, and shall be revised to reflect any agreed elimination or change in areas. The United States Forces may notify the Republic of Panama at any time that the use of a defense site or a military area of coordination, or of a specified portion thereof, or other right granted by the Republic of Panama is no longer required. Under such circumstances, said use or other right shall cease on the date determined by the two Governments.

(3) The United States Government may, at any time, remove from the Republic of Panama, or dispose of in the Republic of Panama in accordance with conditions to be agreed upon by the two Governments, all equipment, installations, material, supplies or other removable property brought into, acquired or constructed in the Republic of Panama by or for the United States Forces. Property left by the United States in a defense site after the date the use of such site by United States Forces ceases shall, unless agreed otherwise by the two Governments, become the property of the Republic of Panama.

(4) At the termination of any activities or operations under this Agreement, the United States shall be obligated to take all

measures to ensure insofar as may be practicable that every hazard to human life, health and safety is removed from any defense site or a military area of coordination or any portion thereof, on the date the United States Forces are no longer authorized to use such site. Prior to the transfer of any installation, the two Governments will consult concerning: (a) its conditions, including removal of hazards to human life, health and safety; and (b) compensation for its residual value, if any exists.

(5) The United States Forces shall have responsibility for control of entry to the defense sites. The Republic of Panama may share in the exercise of this control, in a manner to be agreed upon in the Joint Committee. Necessary signs, in Spanish and English, requested by the United States Forces through the Joint Committee will be erected outside the defense sites, expressing that the sign is erected under the authority of the Republic of Panama.

(6) Since the Republic of Panama is a signatory to the Latin American Denuclearization Treaty (Tlatelolco),[1] the United States shall emplace no type of nuclear armament on Panamanian territory.

(7) The Joint Committee will constitute the means of communication and information between the two Governments with regard to matters pertaining to the implementation of this Article.

ARTICLE V

Flags

(1) All of the territory of the Republic of Panama, including the defense sites, shall be under the flag of the Republic of Panama and, consequently, within such sites the Panamanian flag shall always

[1] TIAS 7137; 22 UST 762.

occupy the position of honor. Within the defense sites, the flag of the United States shall also be flown jointly with the Panamanian flag. The Joint Committee shall determine the manner of displaying the flags.

(2) At the entrances, outside the defense sites, only the flag of the Republic of Panama will be flown.

ARTICLE VI

Criminal Jurisdiction

(1) The authorities of the Republic of Panama shall have jurisdiction over members of the Forces or the civilian component, and dependents, with respect to offenses arising from acts or omissions committed in the Republic of Panama and punishable under the laws of the Republic of Panama. Nevertheless, the Republic of Panama permits the authorities of the United States to exercise criminal jurisdiction within defense sites, and, consequently, to have the primary right to exercise jurisdiction over acts which are criminal acts according to United States law, and which are committed within such sites by members of the Forces or the civilian component, or dependents.

(2) The Republic of Panama also permits the authorities of the United States to have the primary right to exercise criminal jurisdiction over members of the Forces or the civilian component, and dependents, for any offense committed outside the defense sites, in the following cases:

(a) If the offense is solely against the property or security of the United States. It is understood that offenses against the security of the United States include: treason or sabotage against the United States, espionage or violation of any law relating to

official secrets of the United States or to secrets relating to the national defense of the United States.

(b) If the offense is solely against the person or property of a member of the Forces or the civilian component, or a dependent.

(c) If the offense arises out of an act or omission done in the performance of official duty, in which case, when requested by the Panamanian authorities or when the military authorities of the United States may deem it necessary, the military authorities of the United States shall issue a certificate establishing that the offense originated from an act or omission occurring in the performance of official duty. Panama shall consider this certificate as sufficient proof for the purposes of this paragraph, or shall request a review by the Joint Committee within ten days from the receipt of the certificate. The Joint Committee shall complete its review within ten days from the receipt of the request, except when more thorough consideration is required, in which case the Joint Committee shall complete its review within thirty days.

A substantial deviation from the duties which a person is required to perform in a specific mission shall generally indicate an act or omission not occurring in the performance of official duty, and, consequently, the military authorities of the United States will not consider it necessary to issue a certificate of official duty.

(3) The provisions of this Article notwithstanding, the Republic of Panama shall always reserve the right to exercise jurisdiction over members of the civilian component and dependents who are Panamanian nationals or habitual residents of Panama.

(4) The authorities of the Government having the primary right to exercise jurisdiction over an offense shall give sympathetic consideration to any request from the authorities of the other Government for permission to exercise jurisdiction. Such requests may be discussed in the Joint Committee.

(5) (a) The appropriate authorities of the United States and of the Republic of Panama shall assist each other in the arrest of members of the Forces or the civilian component, and dependents, and in their delivery to the authority which is to have custody in accordance with the provisions of this Article.

(b) The authorities of the Republic of Panama shall notify the authorities of the United States as promptly as possible of the arrest of any member of the Forces or the civilian component, or a dependent.

(c) The following procedure shall govern the custody of an accused member of the Forces or the civilian component, or a dependent, over whom the Republic of Panama is to exercise jurisdiction:

(i) If the accused is detained by the United States authorities, he shall, except when charged with murder, rape, robbery with violence, trafficking in drugs, or crimes against the security of the Panamanian State, remain with such authorities pending the conclusion of all judicial proceedings and thereafter until custody is requested by the authorities of the Republic of Panama for the execution of a sentence.

(ii) If the accused is detained by the authorities of the Republic of Panama he shall, except when charged with murder, rape, robbery with violence, trafficking in drugs, or crimes against

the security of the Panamanian State, be handed over on request to the United States authorities in whose custody he shall remain until completion of all judicial proceedings and thereafter until custody is requested by authorities of the Republic of Panama for the execution of a sentence.

(iii) When charged with murder, rape, robbery with violence, trafficking in drugs, or crimes against the security of the Panamanian State, the accused shall be handed over to Panamanian authorities upon their request, or if already in their custody, shall remain with them. In these cases the authorities of the Republic of Panama shall give sympathetic consideration to requests for custody by the United States authorities.

(6) (a) The United States authorities shall give full consideration to special requests regarding conditions of custody made by the authorities of the Republic of Panama.

(b) When the accused is in the custody or has been delivered into the custody of the United States authorities he must, upon request by the authorities of the Republic of Panama, be made available to them for the purposes of investigation and trial. This obligation of the United States to ensure the appearance of an accused member of the Forces or the civilian component, or a dependent, will be deemed to satisfy the bail requirement set by the laws of the Republic of Panama.

(7) (a) The authorities of the United States and the Republic of Panama shall assist each other in carrying out all necessary investigations of offenses and in the collection and production of evidence, including the seizure and, in proper cases, the delivery of objects connected with an offense and the appearance of witnesses as necessary.

(b) The authorities of the United States and the Republic of Panama shall, upon request by the other Government, inform each other of the status of cases referred to under the provisions of this Article.

(8) The authorities of the United States shall not carry out a death sentence in the Republic of Panama. As is provided in the laws of the Republic of Panama, a member of the Forces or the civilian component, or a dependent, who has been convicted by a Panamanian court shall not be subject to the death penalty or to any form of cruel and unusual punishment or treatment.

(9) When an accused member of the Forces or the civilian component, or a dependent, has been tried in accordance with the provisions of this Article by the authorities of the United States or by the authorities of the Republic of Panama and has been acquitted, or has been convicted and is serving, or has served, his sentence, or has been pardoned, he shall not be tried again for the same offense within the territory of the Republic of Panama. However, nothing in this paragraph shall prevent the military authorities of the United States from trying a member of the Forces for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of the Republic of Panama.

(10) Whenever a member of the Forces or the civilian component, or a dependent, is tried by the Panamanian authorities, he shall be entitled to the procedural guarantees listed in Annex D of this Agreement.

(11) At any time during the detention by the authorities of the Republic of Panama of a member of the Forces or the civilian component, or a dependent, the Panamanian authorities shall permit the military authorities of the United States to visit said member or dependent. Members of his immediate family may visit him weekly. Material and medical assistance (such as food, clothing and comfort items) which the United States authorities and members of his immediate family may consider desirable, and any other assistance which is in accordance with or allowed by Panamanian prison regulations, may be provided to him on such visits.

(12) The Joint Committee will constitute the means of communication and information between the two Governments with regard to matters pertaining to the implementation of this Article.

ARTICLE VII

Civilian Employment

The following principles shall govern civilian employment by the United States Forces:

(1) In order to set forth their rights and obligations as the employer, the United States Forces shall draw up regulations which shall contain the terms, conditions and prerequisites for all categories of their civilian employees. These regulations shall be provided to the Republic of Panama through the Joint Committee.

(2) In conformity with the principles of the labor laws of the Republic of Panama, such regulations shall establish employment preferences in all levels for Panamanian applicants possessing the requisite skills and qualifications. Accordingly, the United States Forces shall endeavor to ensure that the number of Panamanian nationals

employed by them in relation to the total number of civilian employees will conform to the proportion established under Panamanian law. Similarly, the terms, conditions and prerequisites for the employment of Panamanian personnel shall conform with the general principles contained in the labor laws of the Republic of Panama.

(3) All civilian employees of the United States Forces, except those who are nationals of the Republic of Panama or who have obtained permanent resident status therein, shall be subject to a system of periodic rotation which will limit their period of employment by the United States Forces in the Republic of Panama. The regulations providing for such rotation shall be provided to the Republic of Panama through the Joint Committee.

(4) With regard to wages, there shall be no discrimination on the basis of nationality, sex or race. Payments by the United States Forces of additional remunerations to persons of any nationality, including Panamanian citizens, who are recruited outside of Panama and must therefore change their place of residence, shall not be considered to be discrimination for the purposes of this Article.

(5) The United States Forces shall take the measures called for under the laws of the Republic of Panama with regard to the application of the tax and social security laws to their employees who are subject to Panama's taxation and social security system, including withholding of tax or social security payments from their salaries.

ARTICLE VIII

Acquisition of Panamanian Supplies and Services

(1) The United States Forces shall give preference to the procurement of supplies and services obtainable in the Republic of Panama. Such preference shall apply to the maximum extent possible

when such supplies and services are available as required, and are comparable in quality and price to those which may be obtained from other sources. For the comparison of prices there will be taken into account the cost of transport to the Republic of Panama, including freight, insurance and handling, of the supplies and services which compete with Panamanian supplies and services. In the acquisition of goods in the Republic of Panama, preference shall be given to goods having a larger percentage of components of Panamanian origin.

(2) Any regulations which may be necessary to carry out this preference shall be agreed upon in the Joint Committee.

ARTICLE IX

Telecommunications

(1) The Republic of Panama, in the exercise of its sovereign power over its telecommunications, authorizes the United States Forces to use the communications networks and communications-electronics installations within the defense sites, and to use the radio frequencies and transportable equipment as may be necessary for their requirements, in order to accomplish the specific purposes of the defense of the Canal, and as the two Governments may otherwise agree. The Joint Committee may adopt regulations to govern the use of such transportable equipment outside of the defense sites.

Any use presently being exercised of such networks, installations, frequencies and equipment, for purposes other than those herein authorized, shall be subject to the provisions contained in the Panama Canal Treaty, including those relating to any separation of non-military telecommunications that may be deemed necessary.

(2) The Republic of Panama also authorizes the United States Forces to use installations such as those described in the preceding paragraph already existing outside the defense sites, which serve to accomplish the purposes of the defense of the Canal, and as the two Governments may otherwise agree.

Those already existing installations outside the defense sites may be guarded by authorities of the Republic of Panama. The United States Forces shall have access to such installations for appropriate operation, maintenance, and replacement.

(3) Provided that they are available and suitable for the purpose, the United States Forces shall use, to the maximum extent possible, the telecommunications services of the Republic of Panama in order to meet their needs, but the applicable rates shall be no less favorable than those charged to governmental agencies of the Republic of Panama.

(4) The United States Forces shall provide the Government of the Republic of Panama a list of all frequencies authorized or in use by the United States Forces. This list shall be submitted through the Joint Committee in ascending frequency order and shall contain as a minimum the power, bandwidth, and type of emission.

(5) The Republic of Panama undertakes not to authorize the use of any frequency which would interfere with those in use by or for the United States Forces or which they may use in the future in accordance with the Panama Canal Treaty and this Agreement.

(6) The Republic of Panama authorizes the United States Forces to use codes, ciphers, and other secure cryptographic means necessary for the specific purposes of the defense of the Panama Canal, and as the two Governments may otherwise agree.

(7) All provisions regarding telecommunications in this Article shall be in accordance with the obligations of both Governments as members of the International Telecommunication Union and the various relevant international agreements to which both Governments are signatories.

(8) Any communication with the International Telecommunication Union[1] regarding the subject matter of this Article shall be effected exclusively by the Republic of Panama.

(9) The radio and television services of the United States Forces operating within the Republic of Panama, will:

(a) Announce at the start and termination of each day's broadcast that the emissions are authorized by the Republic of Panama; and

(b) In television programs originating locally, not use announcers appearing in military uniform.

(10) The Joint Committee may adopt any further regulations as may be necessary to implement the provisions of this Article, including necessary technical coordination.

ARTICLE X

Military Post Offices[2]

(1) The United States may establish, maintain and operate, within the defense sites, military post offices for the exclusive use of the United States Forces, the members of the Forces or the civilian component, and dependents, and for the use of such other persons and agencies as may be agreed upon as exceptions by the two Governments through the Joint Committee. Such post offices shall transmit mail only between themselves or between themselves and other United States post offices.

[1] TIAS 8572; 28 UST 2495.
[2] See TIAS 10034; *post*, p. 440.

(2) The United States Forces shall take all necessary measures to prevent the unauthorized use of the military post offices. The Panamanian authorities shall periodically inform the authorities of the United States, through the Joint Committee, of all applicable provisions of Panamanian laws, and the United States Forces shall, within their legal capacity, ensure that such provisions are complied with.

(3) The military post offices in the Republic of Panama shall not have direct representation before any international postal organization.

(4) The Republic of Panama may establish post offices within the defense sites, the location of which shall be agreed upon in the Joint Committee, for the transmission of mail between the defense sites and any other areas not authorized to the military post offices by this Agreement.

ARTICLE XI

Commissaries, Military Exchanges and Other Service Installations[1]

(1) The United States may establish, regulate and use within the defense sites, commissaries, military exchanges, military banking facilities, credit unions, recreational, social and athletic facilities, schools, sanitation and medical facilities, and other categories of service facilities as may be periodically agreed upon by the two Governments through the Joint Committee, for the exclusive use of the members of the Forces or the civilian component, and dependents, and for such other persons as may be agreed upon by the two Governments

[1] See TIAS 10033; *post*, p. 433.

as exceptions through the Joint Committee. These service facilities and their activities, such as the import, purchase, sale and distribution of merchandise, medicine and services, shall be free of taxes, duties, liens, licenses, fees and other charges imposed by the Republic of Panama or any of its political subdivisions.

In order to take advantage of existing installations, the United States Forces may continue to use those installations already in existence outside of the defense sites, which are specified in paragraph (4) of Annex A.

(2) The military banking facilities shall be branches or agencies of banking entities duly authorized to engage in the banking business in Panama. The Government of the Republic of Panama may authorize the installation and operation within the defense sites, at locations agreed upon by the Joint Committee, of branches or agencies of Banco Nacional or other official banking entities of the Republic of Panama.

(3) It is the express objective and purpose of both Governments that the articles and services sold or provided at the commissaries and military exchanges be for the exclusive use of authorized persons. To that end the United States Forces shall, upon request, inform the Panamanian authorities, through the Joint Committee, as to the classification, nature and quantity of certain articles and services sold or provided at such establishments.

(4) With respect to the preceding paragraph, the Republic of Panama and the United States shall jointly take all the necessary measures to prevent the unauthorized use of such activities and the abuse by those who are authorized. Such measures shall include the obtaining of pertinent information and the carrying out of any

verifications that may be necessary by Panamanian authorities. The procedure to be followed for these purposes shall be agreed upon by the Joint Committee.

(5) The Government of the United States shall apply appropriate disciplinary sanctions to the members of the Forces or the civilian component, and dependents, or other persons authorized as exceptions who abuse the privileges granted in this Article and commit violations in that respect. In such cases, the United States authorities shall give sympathetic consideration to requests from the Panamanian Government to exercise jurisdiction.

(6) The service facilities referred to in this Article shall grant to Panamanian supplies and services the preference referred to in Article VIII.

ARTICLE XII

Contractors and Contractors' Personnel

(1) Whenever contracts are required by the United States Forces for the performance of services or the procurement of supplies, the United States Forces shall adhere to the preferences for Panamanian sources set forth in Article VIII of this Agreement.

(2) Whenever contracts are awarded by the United States Forces to natural persons who are nationals or permanent residents of the United States or to corporations or other legal entities organized under the laws of the United States and under the effective control of such persons, such contractors shall be so designated by the United States Forces and such designations shall be communicated to the Panamanian authorities through the Joint Committee. Such contractors shall be subject to the laws and regulations of the

Republic of Panama except with respect to the special regime established by this Agreement, which includes the following obligations and benefits:

(a) The contractor must engage exclusively in activities related to the execution of the work for which he has been contracted by the United States Forces, or related to other works or activities authorized by the Republic of Panama.

(b) The contractor must refrain from carrying out practices which may constitute violations of the laws of the Republic of Panama.

(c) The contractor shall enter and depart from the territory of the Republic of Panama in accordance with procedures prescribed for members of the civilian component in Article XIII of this Agreement.

(d) The contractor must obtain a certificate of professional identity which the proper authorities of the United States Forces shall issue when they are satisfied he is duly qualified. This certificate shall be sufficient to permit him to operate under Panamanian law as a contractor of the Forces. Nevertheless, the Panamanian authorities may require the registration of the appropriate documents to establish juridical presence in the Republic of Panama.

(e) The contractor shall not be obliged to pay any tax or other assessment to the Republic of Panama on income derived under a contract with the United States Forces as long as he is taxed at a substantially equivalent rate in the United States.

(f) The contractor may move freely within the Republic of Panama, and shall have exemptions from customs duties and other charges, as provided for members of the civilian component in Articles XV and XVII of this Agreement.

(g) The contractor may use public services and installations in accordance with the terms and conditions of Article XIV of this Agreement, but shall pay non-discriminatory highway tolls and taxes on plates for private vehicles.

(h) The contractor shall be exempt from any taxes imposed on depreciable assets belonging to him, other than real estate, which are used exclusively for the execution of contracts with the United States Forces.

(i) The contractor may use the services and facilities provided for in Articles X and XVIII of this Agreement to the extent such use is authorized by the United States Forces.

(3) The United States Forces shall withdraw the designation of a contractor when any of the following circumstances occur:

(a) Upon completion or termination of the contracts with the United States Forces.

(b) Upon proof that such contractors are engaged in business activities in the Republic of Panama other than those pertaining to the United States Forces, without authorization of the Republic of Panama.

(c) Upon proof that such contractors are engaged in practices which in the view of the Republic of Panama constitute serious violations of the applicable laws of the Republic of Panama.

(4) The authorities of the United States shall notify the authorities of the Republic of Panama whenever the designation of a contractor has been withdrawn. If, within sixty days after notification of the withdrawal of the designation of a contractor who entered Panama in the capacity of a contractor, the authorities of the

Republic of Panama require such contractor to leave its territory, the United States Government shall ensure that the Republic of Panama shall not incur any expense due to the cost of transportation.

(5) The provisions of this Article shall similarly apply to the subcontractors and to the employees of the contractors and subcontractors and their dependents who are nationals or residents of the United States. These employees and dependents shall not be subject to the Panamanian Social Security System.

ARTICLE XIII

Entry and Departure

(1) The United States may bring into the territory of the Republic of Panama members of the Forces or the civilian component, and dependents, for the specific purposes of the Panama Canal Treaty, and as the two Governments may otherwise agree.

(2) (a) In order to enter or leave the territory of the Republic of Panama, the members of the Forces shall be obligated to bear only a personal identity card and individual or collective travel documentation issued by the military authorities of the United States. Such documentation must be presented to the Panamanian authorities. The two Governments shall establish through the Joint Committee the procedure to be followed in exceptional cases.

(b) To enter or leave the territory of the Republic of Panama, the members of the civilian component and dependents must possess, in addition to the travel documentation issued by the United States military authorities, a valid passport. Such documentation shall be presented to the appropriate authorities of the Republic of Panama.

(c) The United States Forces shall furnish each member of the Forces or the civilian component, and dependent, who remains in the Republic of Panama for longer than thirty days, an identity card which shall be issued under the authority of the Joint Committee in Spanish and English. Children under the age of ten years may be included on the identity card of a parent at the option of the parent. These identity cards shall be shown to the appropriate authorities of the Republic of Panama upon request.

The authorities of the Republic of Panama may request information concerning the number of such cards outstanding and the validity of any particular card. The Joint Committee and the United States Forces shall provide such information.

(3) Whenever the status of any member of the Forces or the civilian component, or dependent, is altered so that, at the time of such alteration, he is no longer entitled to remain in the Republic of Panama, the United States Forces shall promptly notify the Panamanian authorities, and shall, if requested within a period of sixty days thereafter, ensure that transportation from the Republic of Panama will be provided at no cost to the Government of the Republic of Panama.

(4) (a) The members of the Forces or the civilian component, and dependents, shall be exempted from fiscal charges relating to their entry, stay in, or departure from the territory of the Republic of Panama. Similarly they will be exempted from obligatory services established in favor of the Republic of Panama. They shall not acquire any right to permanent residence or domicile in the Republic of Panama.

(b) Members of the Forces or the civilian component who enter the Republic of Panama to execute professional services exclusively for the United States Forces, or in its behalf, shall not be subject to the licensing regimes of the Republic of Panama, but they shall limit their professional activity to such services with the United States Forces for the specific purposes of the Panama Canal Treaty, or as the two Governments may otherwise agree.

ARTICLE XIV

Services and Installations

(1) The United States Forces, members of the Forces or civilian component, and dependents, may use the public services and installations belonging to or regulated by the Government of the Republic of Panama, but the terms and conditions of use, prices, rates and tariffs and priorities shall not be unfavorable in relation to those charged other users.

(2) For the use of public services and installations made available through a plant acquired or constructed, or equipment furnished, by the United States Government and subsequently transferred free to the Government of the Republic of Panama, preferential charges shall be granted to the United States Forces taking these circumstances into account.

(3) The United States Forces may establish and operate the supporting services and facilities it requires within the defense sites, and exceptionally, with the authorization of the Government of the Republic of Panama, outside such sites.

(4) The Republic of Panama will permit the United States Forces to continue to use in an adequate manner, accessory facilities, such as pipelines, communications, sanitation services and utilities, which serve the defense sites and are installed on land outside the defense sites. The United States Forces shall, at their cost, maintain and repair these facilities as necessary, in coordination with the proper entities of the Republic of Panama. Detailed identification of such facilities shall be made through the Joint Committee, within a period of six months from the entry into force of this Agreement unless extended by the Joint Committee for exceptional circumstances. The two Governments shall agree, through the Joint Committee, upon procedures to govern the appropriate use, access, maintenance and repair of these facilities. Similarly, procedures shall be agreed upon for coordination between the United States Forces and the competent Panamanian entities, concerning the use, access, maintenance and repair of such facilities as may serve the Republic of Panama and are situated within the defense sites.

ARTICLE XV

Movement, Licenses and Registration of Vessels, Aircraft and Vehicles

(1) (a) When in the performance of official duties, the vessels and aircraft operated by or for the United States Forces may move freely through Panamanian air space and waters, without the obligation of payment of taxes, tolls, landing or pier charges or other charges to the Republic of Panama and without any other impediment.

(b) Such vessels and aircraft shall be exempt from customs inspections or other inspections. Whenever the same carry freight, crews or passengers who are not entitled to the exemptions provided for in this Agreement, prior notice shall be given to the appropriate Panamanian authorities. Both Governments shall adopt procedures to ensure that the laws and regulations of the Republic of Panama are not violated.

(2) (a) Similarly, the vehicles and equipment of the United States Forces may, when in the performance of official duties, move freely in the Republic of Panama, without the obligation of payment of taxes, tolls or other charges to the Republic of Panama and without any other impediment. These vehicles and equipment shall be exempt from mechanical or other inspection.

Claims arising from damage caused by the United States Forces to the Panamanian road network outside the defense sites, in excess of the usual wear and tear by reason of time and its appropriate use, shall be settled as provided for in Article XX.

(b) Such official vehicles and equipment shall not be assessed any license or registration fees. These vehicles shall bear their customary United States military identification marks and an additional means of identification as may be agreed upon by the Joint Committee, to be issued under the authority of said Joint Committee and distributed by the United States Forces.

(c) In connection with the movement of any military convoys, or any large number of vehicles as a single unit, outside of the defense sites, the United States Forces shall consult with the Combined Board so that, if time and circumstances permit, proper traffic arrangements will be made, including accompaniment by Panamanian traffic patrols.

(3) (a) The plates, individual marks and registration documents issued by the United States for vehicles, trailers, vessels and aircraft which are the property of the United States Forces shall be accepted by the Republic of Panama.

(b) The Republic of Panama shall recognize as sufficient, the valid licenses, permits, certificates or other official classifications from the United States Government, possessed by operators of vehicles, vessels and aircraft which are property of the United States Government.

(4) (a) The vehicles, trailers, vessels and aircraft belonging to the members of the Forces or the civilian component, or dependents, shall also move freely within the Republic of Panama, in compliance with the traffic regulations and those regarding the annual mechanical inspection. The license plate fee and other obligations shall not be discriminatory.

(b) The Republic of Panama shall issue, in accordance with its laws, the appropriate documents of title and registration of vehicles, trailers, vessels and aircraft which are the property of the members of the Forces or the civilian component, or dependents, when the latter present title and registration, issued by the federal or state authorities of the United States or by the authorities of the former Canal Zone. Applicants may retain such documents provided they leave with the Panamanian authorities a copy authenticated by the United States Forces, duly translated into Spanish.

While the corresponding request is being processed and within a term which may not exceed thirty days after its arrival in the Republic of Panama, the means of transportation mentioned above may be operated with the plates or distinctive marks issued by the United States federal or state authorities.

(c) The members of the Forces or the civilian component, and dependents, who bear drivers' licenses, vessel operators' permits, or licenses and classifications of air pilots issued by the federal or state authorities of the United States or by the authorities of the former Canal Zone, shall receive equivalent Panamanian licenses, permits and classifications without being subjected to new tests or payments of new fees. The applicants may retain the licenses, permits and classifications of the United States or the former Canal Zone provided that they leave with the Panamanian authorities a copy authenticated by the United States Forces and duly translated into Spanish. Members of the Forces or the civilian component, and dependents, shall be permitted to drive vehicles, vessels or aircraft in the Republic of Panama with such licenses, permits and classifications during the thirty days following their first arrival in the Republic of Panama and during the subsequent period necessary for the processing of the application in Panama for a driver's license, vessel operator's permit, or license and classification as an air pilot.

(d) The Panamanian licenses, permits or classifications shall be valid for the period of time indicated in the Panamanian law and, during the continuous presence of the bearer in Panama, shall, to preserve their validity, be renewed in accordance with Panamanian laws.

Whenever Panamanian laws may require medical certifications for the renewal of licenses, permits or classifications the Republic of Panama shall accept the certifications issued by the medical services of the United States Forces, provided that said certifications are issued in Spanish.

(e) The Republic of Panama shall issue, in accordance with its laws, drivers' licenses, vessel operators' permits, and licenses and other classifications of air pilots to members of the Forces or the civilian component, and dependents, when they do not possess such documents. If any test is required as a prerequisite for the issuance of the documents mentioned, Panama shall permit the interested persons to take the examination in Spanish or English. Any material which the Republic of Panama may generally issue in preparation for such examinations shall be furnished, in Spanish or English, as the applicant may request.

(5) Aircraft other than those of Panama and the United States may use the runways of the defense sites only after obtaining appropriate authorization from the Republic of Panama. When deemed convenient, the two Governments shall adopt, through the Joint Committee, regulations governing the use by such aircraft.

(6) The installation, change of position or alteration of lights and other signal installations to assist in navigation of aircraft, placed or established in the defense sites or in their surroundings, shall be subject to previous consultation between the appropriate authorities of both Governments.

(7) The Republic of Panama shall adopt such measures as may be appropriate to coordinate air traffic in the Republic of Panama, so that, in a manner consistent with the mission of the United States Forces, maximum safety shall be offered to civil and military air navigation. All systems of control and coordination of military air traffic shall be developed jointly as needed for the fulfillment of the specific purposes of this Agreement. The procedures needed to

bring about this coordination shall be agreed upon by the appointed authorities of both Governments, respecting always the sovereignty of the Republic of Panama over all its air space.

The Republic of Panama agrees that, for security reasons, at the request of the United States Forces it shall restrict overflights of certain of the defense sites.

(8) The Joint Committee may agree on rules and procedures that may be necessary to implement this Article.

ARTICLE XVI

Taxation

(1) By virtue of this Agreement, the United States Forces are exempt from payment in the Republic of Panama of all taxes, fees or other charges on their activities or property, including those imposed through contractors or subcontractors.

(2) Members of the Forces or the civilian component, and dependents, shall be exempt from any taxes, fees, or other charges on income received as a result of their work for the United States Forces or for any of the service facilities referred to in Articles XI or XVIII of this Agreement. Similarly, as is provided by Panamanian law, they shall be exempt from payment of taxes, fees or other charges on income derived from sources outside the Republic of Panama.

(3) Members of the Forces or the civilian component, and dependents, shall be exempt from taxes, fees or other charges on gifts or inheritance or on personal property, the presence of which within the territory of the Republic of Panama is due solely to the stay therein of such persons on account of their or their sponsor's work with the United States Forces.

(4) The Joint Committee may establish such regulations as may be appropriate for the implementation of this Article.

ARTICLE XVII

Import Duties

(1) Except for the exemptions provided for in this Agreement, the members of the Forces or the civilian component, and dependents shall be subject to the laws and regulations administered by the customs authorities of the Republic of Panama.

(2) All property imported for the official use or benefit of the United States Forces, including that imported by their contractors or subcontractors, in connection with the various activities authorized under this Agreement, shall be exempt from the payment of all customs duties or other import taxes and charges and from all license requirements.

The United States Forces shall issue a certificate, following the form adopted by the Joint Committee, stating that the property being imported is for these purposes.

(3) Property consigned to or imported for the personal use of the members of the Forces or the civilian component, or dependents shall be subject to the payment of import duties or other import taxes, except for the following:

(a) Furniture, household goods and personal effects imported by such persons for their private use within six months following their first arrival in the Republic of Panama. In the case of persons who are unable to obtain adequate housing when they first arrive in the Republic of Panama, an additional period of six months from the time

they obtain adequate housing shall be granted them for the importation of such articles, provided that the United States Forces issue a certificate stating that the person concerned has not accomplished such importation and indicating the date upon which he obtained adequate housing and its address;

(b) Vehicles imported by such persons for their private use, and the spare parts required for proper maintenance of such vehicles. The Joint Committee shall establish the limitations on the quantity and frequency of imports of such vehicles and parts;

(c) A reasonable quantity of articles for the private use of such persons, imported as personal baggage or sent into the Republic of Panama through the military post offices of the United States;

(d) Such other imports as may be expressly authorized by the competent authorities of the Republic of Panama at the request of the United States Forces.

(4) The exemptions granted in paragraph (3) of this Article shall apply only to cases involving the importation of articles exempted at the time of entry and shall not be construed as obligating the Republic of Panama to reimburse customs duties and domestic taxes collected by the Republic of Panama in connection with purchases of goods from Panamanian sources subsequent to their importation.

(5) Customs inspections shall not be made in the following cases:

(a) Members of the Forces traveling under orders, other than leave orders, who enter or depart from the Republic of Panama;

(b) Official documents under official seal and mail sent through the military postal channels of the United States;

(c) Cargo consigned to the United States Forces.

(6) Property imported under this Article and subsequently transferred to a person who is not entitled to duty-free importation shall be subject to the payment of import duties and other taxes according to the laws and regulations of the Republic of Panama. Such sales shall not be permitted when they are motivated by commercial purposes.

(7) All property imported into the Republic of Panama free of customs duties and other taxes pursuant to paragraphs (2) and (3) of this Article may be exported free of customs duties, export permits, or other export taxes and assessments. All property acquired in the Republic of Panama by, or in the name of, the United States Forces, or acquired by members of the Forces or the civilian component, or dependents, for their private use may be exported free of customs duties, export licenses or other export taxes and charges.

(8) The authorities of the United States agree to cooperate with the authorities of the Republic of Panama and shall take, within their legal authority, all such steps as may be necessary to prevent the abuse of the privileges granted under this Article to the members of the Forces or the civilian component, or dependents.

(9) In order to prevent violations of the laws and regulations administered by the customs authorities of the Republic of Panama, the two Governments agree as follows:

(a) The authorities of the Republic of Panama and the competent authorities of the United States shall mutually assist one another in the conduct of investigations and the collection of evidence.

(b) The authorities of the United States shall take, within their legal authority, all necessary measures to ensure that articles subject to seizure by or in the name of the customs authorities of the Republic of Panama are delivered to these authorities.

(c) The authorities of the United States shall take, within their legal authority, all necessary measures to ensure the payment by members of the Forces or the civilian component, and dependents, of such import duties, taxes, and fines as may be duly determined by the Panamanian authorities.

(10) Vehicles and articles belonging to the United States Forces that are seized from a person by the authorities of the Republic of Panama in connection with a violation of its customs or tax laws or regulations shall be delivered to the competent authorities of the United States Forces.

(11) The Joint Committee will constitute the means of communication and information between the two Governments with regard to matters pertaining to the implementation of this Article.

ARTICLE XVIII

Health, Sanitation and Education

(1) The United States Forces may furnish educational, sanitary and medical services, including veterinary services, to the members of the Forces or the civilian component, and dependents, and other persons as may be agreed upon as exceptions by the two Governments through the Joint Committee.

(2) Matters of mutual interest relative to the control and prevention of diseases and the coordination of other public health, quarantine, sanitation and education services shall be the subject of coordination in the Joint Committee.

(3) The Republic of Panama authorizes the United States Forces, in rendering such health, sanitation and education services, to apply its own regulations.

ARTICLE XIX

Surveys

The United States may carry out topographic, hydrographic, agrologic and other surveys (including taking of aerial photographs) within the defense sites. Surveys in other areas of the Republic of Panama shall require authorization from the Republic of Panama, in the manner agreed upon in the Joint Committee, and the Republic of Panama shall, at its option, designate a representative to be present. The United States shall furnish a copy of the data resulting from such surveys to the Republic of Panama at no cost.

ARTICLE XX

Claims

(1) Each Government waives its claims against the other Government for damage to any property owned by it and used by its land, sea or air armed services, in the following circumstances:

(a) If the damage was caused by a member or an employee of the armed services of the other Government, in the performance of his official duties; or,

(b) If the damage arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed services, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

(2) In the case of damage caused or arising as stated in paragraph (1), to other property owned by either Government and located in the Republic of Panama, the claims shall be settled by the Government

against which the claim is made. If it is not settled in due course, the claim may be pursued through diplomatic channels. Both Governments hereby waive the collection of any claims for an amount less than B/.1,400 or $1,400 U.S. which are of equal value.

(3) In cases of maritime salvage, each Government waives its claims against the other if the vessel or cargo salved was the property of the other Government and was used by its armed services for official purposes.

(4) For the purposes of this Article, any vessel chartered, requisitioned or seized in prize by a Government shall be considered its property (except to the extent that the risk of loss or liability is assumed by some other person than such Government).

(5) Each Government waives its claims against the other Government for injury or death suffered by any member of its armed services while said member was engaged in the performance of his official duties.

(6) The members of the Forces and the civilian employees of the United States Forces shall be subject to the jurisdiction of the civil courts of the Republic of Panama except in matters which arise from the performance of their official duty. In cases where payment has been accepted in full satisfaction of the claim, the civil courts of the Republic of Panama shall dismiss any proceeding concerning the matter.

(7) When personal private property subject to seizure or attachment by order of a competent authority under Panamanian law is within the defense sites, the United States authorities shall render, upon request of the Panamanian authorities, all assistance within

their power in order that such property is turned over promptly to the Panamanian authorities. This paragraph shall not apply to personal property which, although privately owned, is in use by or on behalf of the United States Forces.

(8) Non-contractual claims arising from damages caused in the performance of their official duties by members or civilian employees of the United States Forces to third parties other than the two Governments shall be presented by the injured party through the Joint Committee to the appropriate authorities of the United States Forces for settlement. The authorities of the Republic of Panama may submit advice and recommendations on Panamanian law to the claim authorities of the United States for their use in evaluating liability and amount of damages.

(9) For other non-contractual claims against the members of the Forces or the civilian component, the authorities of the United States, following consultation with the appropriate authorities of the Government of Panama, shall consider the claim and, if appropriate, offer an ex gratia payment.

(10) The authorities of both Governments shall cooperate in the investigation and procurement of evidence for a fair disposition of claims under this Article.

(11) Contractual claims against the United States Forces shall be settled in accordance with the dispute clause of the contracts, and in the absence of such clause, through presentation of claims to the United States authorities through the appropriate channels.

(12) The United States Government shall require contractors and subcontractors referred to in Article XII of this Agreement to obtain appropriate insurance to cover the civil liabilities that may be

incurred in Panamanian territory as a result of acts or omissions done in the performance of official duty by their employees. The Joint Committee shall establish the general standards for such insurance.

ARTICLE XXI

General Provisions

(1) The activities and operations of the United States Government shall be carried out with adequate attention to public health and safety in the Republic of Panama. Within the defense sites, whose use Panama makes available to the United States by virtue of this Agreement, the United States authorities shall adopt all the appropriate measures to cooperate for these purposes with the authorities of the Republic of Panama.

(2) When required by their official duties, members of the Forces or the civilian component may possess and carry official arms and they will conform to any standards which the Joint Committee establishes. The members of the Forces or the civilian component, and dependents, may bear private arms in accordance with applicable Panamanian laws and regulations, and regulations of the United States Forces.

(3) The members of the Forces shall be obliged to observe proper conduct in accordance with the order and discipline required by Panamanian laws and the military laws and regulations of the United States. The authorities of the Republic of Panama shall maintain vigilance that Panamanian laws and regulations shall be observed at all times.

When the order and discipline referred to in this paragraph should be breached by members of the Forces outside the defense sites, and the authorities of the Republic of Panama, for reasons of language differences or other circumstances, consider it convenient, they may request the presence of personnel of the police of the United States Forces to cooperate in the reestablishment of order and discipline, and, in such cases, the United States Forces shall be obliged to send them.

Within the defense sites, the police function shall be primarily exercised by the police of the United States Forces. The Panamanian authorities shall cooperate with the United States Forces in the fulfillment of this function, for which purpose they may locate members of the Panamanian police within the defense sites at the headquarters of the police of the United States Forces or as the Joint Committee agrees. Such cooperation shall be rendered particularly in those cases involving Panamanian nationals.

The Joint Committee may also agree on a procedure so that members of the Panamanian police and the police of the United States Forces may jointly conduct routine inspections for the maintenance of order and discipline in those places where vigilance is especially required.

(4) The United States Forces shall restrict, to the maximum extent possible, the wearing of military uniforms so that they will be worn only when necessary. The Joint Committee shall adopt standards regarding the wearing of military uniforms in other cases, as exceptions.

ARTICLE XXII

Duration

This Agreement shall enter into force when the Panama Canal Treaty signed on this date enters into force[1] and shall terminate at noon, Panama time, on December 31, 1999.

[1] Oct. 1, 1979.

ACUERDO PARA LA EJECUCION DEL ARTICULO IV
DEL TRATADO DEL CANAL DE PANAMA

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PREAMBULO

Por cuanto la República de Panamá y los Estados Unidos de América han firmado en esta fecha el Tratado del Canal de Panamá para regular el régimen atinente al funcionamiento, mantenimiento, administración, protección y defensa del Canal de Panamá en armonía con la Carta de las Naciones Unidas;

Por cuanto la República de Panamá permitirá a los Estados Unidos el uso de ciertas partes de su territorio para la protección y defensa del Canal de Panamá, con la participación de las Fuerzas Armadas panameñas, tal como se establece en el artículo IV del Tratado del Canal de Panamá suscrito en esta fecha;

Por cuanto con el fin de determinar el régimen aplicable a los Miembros de las Fuerzas Armadas de los Estados Unidos de América, el componente civil y dependientes que los acompañan durante su permanencia en la República de Panamá para los fines específicos del Tratado del Canal de Panamá o como de otro modo ambos gobiernos pudieran acordar y con el propósito de reglamentar el uso de los sitios de defensa;

De acuerdo con el Tratado del Canal de Panamá, se ha acordado lo siguiente:

ARTICULO I

Definiciones

1. Sitios de Defensa: Las áreas y las instalaciones dentro de las mismas, que la República de Panamá en virtud de este Acuerdo permite usar a las Fuerzas de los Estados Unidos para los fines específicos del Tratado del Canal de Panamá, y como de otro modo ambos gobiernos pudieran acordar, las cuales aparecen señaladas en el párrafo 1 del Anexo A de este Acuerdo.

2. Fuerzas de los Estados Unidos: Los servicios armados de tierra, mar y aire de los Estados Unidos de América.

3. Miembros de las Fuerzas: El personal militar de las Fuerzas de los Estados Unidos en servicio activo, que se encuentra en la República de Panamá para los fines específicos del Tratado del Canal de Panamá, y como de otro modo ambos gobiernos pudieran acordar. Este término incluye al personal militar de las Fuerzas de los Estados Unidos en servicio activo y presente en la República de Panamá en servicio provisional de otras estaciones o a bordo de aviones o barcos de las Fuerzas de los Estados Unidos que se encuentran en tránsito o de visita oficial.

Exclusivamente para los efectos de los privilegios autorizados en los Artículos X, XI y XVIII de este Acuerdo, este término incluye también al personal militar de las Fuerzas de los Estados Unidos en servicio activo, asignado a otras estaciones militares y presente en la República de Panamá con licencia oficial.

4. Miembros del Componente Civil:

(a) Nacionales de los Estados Unidos, a quienes se les han expedido pasaportes de los Estados Unidos, que están empleados por las Fuerzas de los Estados Unidos y asignados a los sitios de defensa en la República de Panamá;

(b) Nacionales de terceros países empleados por las Fuerzas de los Estados Unidos, asignados a los sitios de defensa y que no residan habitualmente en la República de Panamá;

(c) Otras categorías de personas que, por vía de excepción, pudieran ser acordadas por ambos Gobiernos.

Este término incluye al personal en servicio provisional o a los miembros civiles de la tripulación de aeronaves y naves de las Fuerzas de los Estados Unidos que se encuentran en tránsito o de visita oficial.

Para los propósitos de esta definición, no se considerará como residencia en la República de Panamá la presencia en ésta con motivo del empleo con las Fuerzas de los Estados Unidos.

5. Dependientes: El cónyuge y los hijos de los miembros de las Fuerzas o del componente civil, y otros parientes que dependan de ellos para su subsistencia y vivan habitualmente con ellos bajo el mismo techo.

ARTICULO II

Principio de No Intervención

Los miembros de las Fuerzas o del componente civil, dependientes y contratistas designados como contratistas de las Fuerzas de los Estados Unidos respetarán las leyes de la República de Panamá y se abstendrán de cualquiera actividad incompatible con el espíritu de este acuerdo. En especial, se abstendrán de toda actividad política en la República de Panamá, así como de cualquier intervención en los asuntos internos de la República.

Los Estados Unidos adoptarán todas las medidas dentro de su capacidad para asegurar el cumplimiento de las disposiciones de este artículo.

ARTICULO III

Comité Conjunto

1. Habrá un Comité Conjunto que comenzará a funcionar al entrar en vigencia este acuerdo, compuesto por un representante de la República de Panamá y uno de los Estados Unidos de América, del nivel y rango que ambos Gobiernos acuerden, y quienes podrán tener uno o más auxiliares, sobre una base paritaria,

2. El Comité Conjunto ejercerá las funciones que específicamente le señalen las disposiciones contenidas en este acuerdo y otras que le sean encomendadas por ambos Gobiernos para la ejecución del mismo.

3. El Comité Conjunto determinará sus reglas de procedimiento dentro del espíritu de este acuerdo y podrá designar los subcomités que considere necesarios para el cumplimiento de sus funciones.

4. El Comité Conjunto será organizado de tal manera que se pueda reunir con prontitud y en cualquier momento, a solicitud del representante de la República de Panamá o del de los Estados Unidos. El Comité Conjunto enviará un informe mensual sobre sus actividades a los Gobiernos de la República de Panamá y de los Estados Unidos.

5. El Comité Conjunto referirá a los dos Gobiernos, para su consideración a través de los conductos apropiados, cualesquiera asuntos que no haya podido resolver.

ARTICULO IV

Uso de los Sitios de Defensa

1. Las Fuerzas de los Estados Unidos podrán usar los sitios de defensa enumerados en el párrafo (2) del Anexo A de este acuerdo. Además, el Anexo A incluye una lista de las áreas de coordinación militar, las cuales podrán ser usadas por las Fuerzas Armadas de ambos Gobiernos de conformidad con el Anexo B de este acuerdo.

2. El Anexo A de este acuerdo será examinado cada dos años o a solicitud de cualquiera de los dos Gobiernos, y será revisado para reflejar cualquiera eliminación o cambio de áreas que fuere acordado. Las Fuerzas de los Estados Unidos podrán notificar a la República de Panamá en cualquier momento que el uso de un sitio de defensa o área de coordinación militar o de una porción específica del mismo u otro derecho concedido por la República de Panamá ya no se requiere. En tales circunstancias, dicho uso u otro derecho cesará en la fecha señalada por los dos Gobiernos.

3. El Gobierno de los Estados Unidos podrá, en cualquier momento, retirar de la República de Panamá, o enajenar dentro de ésta, bajo las condiciones que los dos Gobiernos acuerden, todo equipo, instalación, material, suministro u otro bien removible que haya sido introducido, adquirido o construido en la República de Panamá por o para las Fuerzas de los Estados Unidos. Los bienes que los Estados Unidos dejen en un sitio de defensa después de la fecha en que cese el uso de tal sitio por parte de las Fuerzas de los Estados Unidos, pasarán a ser propiedad de la República de Panamá, a menos que los dos Gobiernos acuerden otra cosa.

4. A la terminación de cualesquiera actividades u operaciones conforme a este acuerdo, los Estados Unidos estarán obligados a adoptar todas las medidas para asegurar, hasta donde sea viable, que toda amenaza a la vida, salud y seguridad humanas sea removida de cualquier sitio de defensa, área de coordinación militar o porción del mismo, en la fecha en que cese la autorización para su uso por parte de las Fuerzas de los Estados Unidos. Antes del traspaso de cualquier instalación, los dos Gobiernos se consultarán con relación a: (a) sus condiciones, incluyendo la remoción de las amenazas a la vida, salud y seguridad humanas; y (b) la compensación por su valor residual, si lo hubiere.

5. Las Fuerzas de los Estados Unidos tendrán la responsabilidad de controlar la entrada a los sitios de defensa. La República de Panamá podrá compartir el ejercicio de este control, en la forma que acuerde el Comité Conjunto. Los avisos necesarios, en español e inglés, solicitados por las Fuerzas de los Estados Unidos por conducto del Comité Conjunto serán erigidos fuera de los sitios de defensa, expresando que la señal se erige por autoridad de la República de Panamá.

6. En virtud de que la República de Panamá es parte del Tratado de Proscripción de Armas Nucleares en la América Latina (Tlatelolco), los Estados Unidos no instalarán ningún tipo de armamento nuclear en territorio panameño.

7. El Comité Conjunto constituirá el medio de comunicación e información entre los dos Gobiernos con respecto a los asuntos relacionados con la ejecución de este artículo.

ARTICULO V

Banderas

1. Todo el territorio de la República de Panamá, incluyendo los sitios de defensa, estarán bajo el pabellón de la República de Panamá y, en consecuencia, dentro de tales sitios, la bandera panameña ocupará siempre la posición de honor. Dentro de los sitios de defensa, la bandera de los Estados Unidos será desplegada también, conjuntamente con la bandera panameña. El Comité Conjunto determinará la forma de desplegar las banderas.

2. En las entradas, fuera de los sitios de defensa, sólo se izará la bandera de la República de Panamá.

ARTICULO VI

Jurisdicción Criminal

1. Las autoridades de la República de Panamá tendrán jurisdicción sobre los miembros de las Fuerzas o del componente civil y dependientes, con respecto a ofensas surgidas de acciones u omisiones cometidas en la República de Panamá que sean punibles bajo las leyes de la República de Panamá. Sin embargo, la República de Panamá permite que las autoridades de los Estados Unidos ejerzan jurisdicción criminal dentro de los sitios de defensa y, en consecuencia, tengan derecho preferente a ejercer tal jurisdicción sobre actos que resulten criminales según las leyes de los Estados Unidos y sean cometidos dentro de tales sitios por miembros de las Fuerzas o del componente civil o dependientes.

2. La República de Panamá permite también que las autoridades de los Estados Unidos tengan derecho preferente para ejercer jurisdicción criminal sobre miembros de las Fuerzas o del componente civil y dependientes, por delitos cometidos fuera de los sitios de defensa, en los casos siguientes:

(a) Si el delito es solamente contra la propiedad o seguridad de los Estados Unidos. Se entiende que los delitos contra la seguridad de los Estados Unidos incluyen: traición o sabotaje contra los Estados Unidos, espionaje o violación de cualquier ley referente a secretos oficiales de los Estados Unidos o a secretos concernientes a la defensa nacional de los Estados Unidos;

(b) Si el delito es solamente contra la persona o propiedad de un miembro de las Fuerzas o del componente civil o un dependiente;

(c) Si el delito surge de un acto u omisión en el desempeño del deber oficial, en cuyo caso, cuando sea solicitado por las autoridades panameñas o cuando las autoridades militares de los Estados

Unidos lo consideren necesario, las autoridades militares de los Estados Unidos expedirán un certificado estableciendo que el delito se originó de una acción u omisión ocurrida en el desempeño de un deber oficial. Panamá considerará este certificado prueba suficiente para los propósitos de este párrafo o requerirá una revisión por parte del Comité Conjunto dentro del término de diez días a partir del recibo del certificado. El Comité Conjunto completará su revisión dentro del término de diez días contados a partir del recibo de la solicitud, excepto cuando se requiera una consideración más exhaustiva, en cuyo caso completará su revisión en el término de treinta días.

Una desviación sustancial de los deberes que les son requeridos a una persona desempeñar en una misión específica generalmente indica una acción u omisión que no ha ocurrido en el desempeño del deber oficial y, por consiguiente, las autoridades militares de los Estados Unidos no considerarán necesario expedir un certificado de deber oficial.

3. No obstante lo dispuesto en este artículo, la República de Panamá se reserva siempre el derecho a ejercer jurisdicción sobre los miembros del componente civil y dependientes que sean nacionales panameños o residentes habituales en Panamá.

4. Las autoridades del gobierno que tenga el derecho preferente a ejercer jurisdicción sobre un delito darán consideración benevolente a cualquier solicitud de las autoridades del otro gobierno para que se le permita ejercer jurisdicción. Tales solicitudes pueden ser discutidas en el Comité Conjunto.

5. (a) Las autoridades pertinentes de la República de Panamá y las de los Estados Unidos se asistirán mutuamente en el arresto de los miembros de las Fuerzas o del componente civil y dependientes y en su entrega a la autoridad que ha de tener la custodia de acuerdo con las disposiciones de este artículo.

(b) Las autoridades de la República de Panamá notificarán a las autoridades de los Estados Unidos tan pronto como sea posible el arresto de cualquier miembro de las Fuerzas o del componente civil o de un dependiente;

(c) El siguiente procedimiento regirá la custodia de un acusado miembro de las Fuerzas o del componente civil o dependiente, sobre el cual la República de Panamá ha de ejercer jurisdicción:

(i) Si el acusado es detenido por las autoridades de los Estados Unidos permanecerá, excepto cuando esté acusado de homicidio, violación, robo, tráfico de drogas o delitos contra la seguridad del Estado panameño, bajo la custodia de tales autoridades hasta la conclusión de todas las diligencias judiciales y, de allí en adelante, hasta que la custodia sea solicitada por las autoridades de la República de Panamá para la ejecución de la sentencia.

(ii) Si el acusado es detenido por las autoridades de la República de Panamá, será entregado, excepto cuando esté acusado de homicidio, violación, robo, tráfico de drogas o delitos contra la seguridad del Estado panameño, a las autoridades de los Estados Unidos, a su requerimiento, en cuya custodia permanecerá hata la conclusión de todas las diligencias judiciales y, de allí en adelante, hasta que la custodia sea solicitada por las autoridades de la República de Panamá para la ejecución de la sentencia.

(iii) Al ser sindicado por homicidio, violación, robo, tráfico de drogas o delitos contra la seguridad del Estado panameño, el acusado será entregado a las autoridades panameñas a solicitud de éstas, o si ya está bajo su custodia, permanecerá bajo la misma. En estos casos, las autoridades de la República de Panamá darán consideración benevólente a solicitudes de custodia por parte de las autoridades de los Estados Unidos.

6. (a) Las autoridades de los Estados Unidos darán plena consideración a solicitudes especiales hechas por las autoridades de la República de Panamá referentes a las condiciones de custodia;

(b) Cuando el acusado esté bajo la custodia o haya sido entregado a la custodia de las autoridades de los Estados Unidos deberá, a requerimiento de las autoridades de la República de Panamá, ser puesto a la disposición de éstas para los propósitos de investigación y juicio. Esta obligación de los Estados Unidos de asegurar la presencia de un acusado miembro de las Fuerzas o del componente civil o de un dependiente, se considerará que satisface el requisito de fianza fijado por las leyes de la República de Panamá.

7. (a) Las autoridades de la República de Panamá y de los Estados Unidos se asistirán mutuamente en la realización de todas las investigaciones necesarias de los delitos y en la obtención y producción de pruebas, incluyendo la retención y, en casos apropiados, la entrega de objetos relacionados con un delito y en la presentación de testigos, como fuere necesario;

(b) Las autoridades de la República de Panamá y de los Estados Unidos se informarán recíprocamente. a solicitud del otro Gobierno, sobre el estado de los casos a que se refieren las disposiciones de este artículo.

8. Las autoridades de los Estados Unidos no ejecutarán sentencias de muerte en la República de Panamá. Tal como lo disponen las leyes de la República de Panamá, a un miembro de las Fuerzas o del componente civil o a un dependiente, que haya sido condenado por un tribunal panameño, no se le aplicará la pena de muerte ni cualquier forma de castigo o trato cruel poco usual.

9. Cuando un acusado miembro de las Fuerzas o del componente civil o un dependiente, haya sido juzgado de acuerdo con las disposiciones de este artículo por las autoridades de la República de Panamá

o de los Estados Unidos y haya sido absuelto o habiendo sido condenado esté cumpliendo o haya cumplido su sentencia, o haya sido perdonado, no será juzgado nuevamente por el mismo delito dentro del territorio de la República de Panamá. Lo aquí dispuesto será sin perjuicio de que las autoridades militares de los Estados Unidos puedan juzgar a un miembro de las Fuerzas por violaciones disciplinarias que surjan de acciones u omisiones que constituyan un delito por el cual ya hubiere sido juzgado por las autoridades de la República de Panamá.

10. Cuando un miembro de las Fuerzas o del componente civil o un dependiente sea juzgado por las autoridades panameñas, tendrá derecho a las garantías procesales enumeradas en el Anexo D de este acuerdo.

11. En cualquier momento durante la detención por las autoridades de la República de Panamá de un miembro de las Fuerzas o del componente civil o de un dependiente, las autoridades panameñas permitirán a las autoridades militares de los Estados Unidos visitar a dicho miembro o dependiente. Los miembros de su familia inmediata podrán visitarlo semanalmente. En tales visitas, las autoridades militares de los Estados Unidos y los miembros de su familia inmediata podrán llevarle asistencia material y médica que estimen deseable (tales como comida, ropa y artículos de confort) o brindarle cualquier otra asistencia que esté permitida por los reglamentos penitenciarios panameños.

12. El Comité Conjunto constituirá el medio de comunicación e información entre los dos Gobiernos con respecto a los asuntos relacionados con la ejecución de este artículo.

ARTICULO VII

Empleo de Civiles

Los siguientes principios regirán el empleo de civiles por las Fuerzas de los Estados Unidos:

1. A fin de establecer sus derechos y obligaciones como empleador, las Fuerzas de los Estados Unidos prepararán reglamentos que incluirán los términos, condiciones y prerrequisitos para todas las categorías de sus empleados civiles. Estos reglamentos serán proporcionados a la República de Panamá a través del Comité Conjunto.

2. De conformidad con los principios de la legislación laboral de la República de Panamá tales reglamentos establecerán preferencia de empleo en todos los niveles para los aspirantes panameños que posean las capacidades y aptitudes requeridas. Por consiguiente, las Fuerzas de los Estados Unidos procurarán asegurar que el número de nacionales panameños empleados por ellas en relación con el número total de empleados civiles se ajuste a la proporción establecida por las leyes panameñas. Asimismo, los términos, condiciones y prerrequisitos para el empleo del personal panameño se ajustarán a los principios generales contenidos en las leyes laborales de la República de Panamá.

3. Todos los empleados civiles de las Fuerzas de los Estados Unidos, salvo aquellos que sean nacionales de la República de Panamá o que hayan obtenido condición de residentes permanentes en ésta, estarán sujetos a un sistema de rotación periódica, el cual limitará su período de empleo en la República de Panamá por las Fuerzas de los Estados Unidos. Los reglamentos que establezcan tal rotación serán proporcionados a la República de Panamá por conducto del Comité Conjunto.

4. En materia de salarios no habrá discriminación por razón de

nacionalidad, sexo o raza. El pago por las Fuerzas de los Estados Unidos de remuneraciones adicionales a personas de cualquier nacionalidad, incluyendo ciudadanos panameños, que sean contratados fuera de Panamá y, en consecuencia, deban cambiar su lugar de residencia, no se considerará discriminación para los propósitos de este artículo.

5. Las Fuerzas de los Estados Unidos tomarán las medidas previstas por las leyes panameñas, referentes a la aplicación de las leyes tributarias y de seguro social a sus empleados que estén sujetos o incorporados al pago de impuestos y al sistema de seguro social panameños, incluyendo la retención de sus salarios de impuestos y cuotas de seguro social.

ARTICULO VIII

Adquisición de Suministros y Servicios Panameños

1. Las Fuerzas de los Estados Unidos darán preferencia a la adquisición de bienes y servicios obtenibles en la República de Panamá. Tal preferencia se aplicará al máximo grado posible cuando tales bienes y servicios estén disponibles al ser requeridos y sean comparables en calidad y precios a aquellos que pudieran obtenerse de otras fuentes. Para la comparación de precios, se tomarán en cuenta todos los gastos de transporte hasta la República de Panamá, incluyendo flete, seguro y manejo, de los bienes y servicios que compiten con los bienes y servicios panameños.

En las adquisiciones de bienes en la República de Panamá se preferirán los bienes que tengan mayor componente de origen panameño.

2. Cualesquiera reglamentos que fuesen necesarios para hacer efectiva esta preferencia serán acordados en el Comité Conjunto.

ARTICULO IX

Telecomunicaciones

1. La República de Panamá, en uso de sus facultades soberanas sobre sus telecomunicaciones, autoriza a las Fuerzas de los Estados Unidos el uso de las redes de comunicaciones y las instalaciones electrónicas de comunicación, dentro de los sitios de defensa y el uso de las frecuencias de radio y equipo móvil que sean necesarios para sus requerimientos, a fin de dar cumplimiento a los fines específicos de la defensa del Canal u otros como ambos Gobiernos pudieran de otro modo acordar. El Comité Conjunto podrá adoptar los reglamentos que rijan el uso de tal equipo móvil fuera de los sitios de defensa.

Cualquier uso que actualmente se ejerza de tales redes, instalaciones, frecuencias y equipo para fines distintos de los aquí autorizados, quedará sujeto a las disposiciones contenidas en el Tratado del Canal de Panamá, inclusive en lo relativo a cualquier separación de telecomunicaciones no militares que se considere necesaria.

2. La República de Panamá autoriza a las Fuerzas de los Estados Unidos, asímismo, el uso de instalaciones como las descritas en el punto anterior, ya existentes fuera de los sitios de defensa, que sirven para el cumplimiento de los fines de defensa del Canal o como ambos Gobiernos pudieran de otro modo acordar.

Esas instalaciones ya existentes podrían ser custodiadas por las autoridades panameñas y las Fuerzas de los Estados Unidos tendrán acceso a ellas para su operación y mantenimiento y reemplazo adecuados.

3. Siempre que se encuentren disponibles y adecuados para el fin requerido, las Fuerzas de los Estados Unidos usarán, al máximo grado posible, los servicios de telecomunicaciones de la República de Panamá para satisfacer sus demandas, pero las tasas aplicables no serán menos

favorables que las que se cobren a las entidades oficiales de la República de Panamá.

4. Las Fuerzas de los Estados Unidos proporcionarán al Gobierno de la República de Panamá una lista de todas las frecuencias autorizadas o en uso por las Fuerzas. Dicha lista deberá ser sometida por conducto del Comité Conjunto, en orden ascendente de frecuencia y contendrá como mínimo la potencia, anchura de banda y clase de emisión.

5. La República de Panamá se compromete a no autorizar el uso de ninguna frecuencia que pueda interferir con las que estén en uso por las Fuerzas de los Estados Unidos o para ellas o que éstas puedan utilizar en el futuro conforme al Tratado del Canal de Panamá y sus acuerdos conexos.

6. La República de Panamá autoriza a las Fuerzas de los Estados Unidos para utilizar códigos, cifras y otros medios de seguridad criptográficos necesarios para los fines específicos de la defensa del Canal, o como de otra manera ambos Gobiernos pudieran acordar.

7. Todo lo dispuesto sobre telecomunicaciones en este artículo estará conforme a las obligaciones de ambos Gobiernos como miembros de la Unión Internacional de Telecomunicaciones y a los diversos Convenios Internacionales aplicables de que ambos Gobiernos sean signatarios.

8. Cualquiera comunicación a la Unión Internacional de Telecomunicaciones sobre la materia de este artículo será hecha exclusivamente por la República de Panamá.

9. Los servicios de radio y televisión de las Fuerzas de los Estados Unidos que operen dentro de la República de Panamá, deberán:

(a) Anunciar al comienzo y terminación de la programación de cada día que la emisión ha sido autorizada por la República de Panamá;

(b) En programas de televisión que se originen localmente, los locutores no aparecerán en uniforme militar.

10. El Comité Conjunto podrá adoptar cualesquiera otros reglamentos que sean necesarios para hacer efectivas las disposiciones de este artículo incluyendo la coordinación técnica necesaria.

ARTICULO X

Oficinas militares de Correo

1. Los Estados Unidos podrán establecer, mantener y operar, dentro de los sitios de defensa, oficinas militares de correo para el uso exclusivo de las Fuerzas de los Estados Unidos, los miembros de las Fuerzas o del componente civil y dependientes y, por vía de excepción, para el uso de otras personas y agencias según los dos Gobiernos pudieran acordar por conducto del Comité Conjunto. Tales oficinas de correo sólo transmitirán correo entre sí o entre las mismas y otras oficinas de correo de los Estados Unidos.

2. Las Fuerzas de los Estados Unidos adoptarán todas las medidas necesarias para prevenir el uso no autorizado de las oficinas militares de correo. Las autoridades panameñas informarán periódicamente a las autoridades de los Estados Unidos, por conducto del Comité Conjunto, sobre todas las disposiciones pertinentes aplicables de las leyes panameñas y las Fuerzas de los Estados Unidos asegurarán, dentro de su capacidad legal, el cumplimiento de tales disposiciones.

3. Las oficinas militares de correo en la República de Panamá no tendrán representación directa ante ninguna organización postal internacional.

4. La República de Panamá podrá establecer oficinas de correo dentro de los sitios de defensa, cuya ubicación será acordada en el Comité Conjunto, para la transmisión de correo entre los sitios de

defensa y cualesquiera otras áreas no autorizadas por este acuerdo, a las oficinas militares de correo.

ARTICULO XI

Economatos, almacenes militares y otras instalaciones de servicio

1. Los Estados Unidos podrán establecer, reglamentar y utilizar dentro de los sitios de defensa, economatos, almacenes militares, facilidades bancarias militares, cooperativas de crédito, facilidades recreativas, sociales y atléticas, escuelas, facilidades sanitarias y médicas y otras categorías de facilidades de servicio según los dos Gobiernos pudieran acordar periódicamente por conducto del Comité Conjunto, para el uso exclusivo de los Miembros de las Fuerzas Armadas o del componente civil y dependientes y para el uso de otras personas que por vía de excepción los dos Gobiernos pudieran acordar por conducto del Comité Conjunto. Estas facilidades de servicio y sus actividades, tales como la importación, compra, venta y distribución de mercancías, medicinas y servicios, estarán libres de impuestos, derechos, gravámenes, licencias, tasas y otras cargas impuestas por la República de Panamá o cualquiera de sus subdivisiones políticas.

A fin de aprovechar las instalaciones ya existentes, las Fuerzas de los Estados Unidos podrán continuar el uso de las instalaciones existentes fuera de los sitios de defensa que se detallan en el párrafo 4 del Anexo A.

2. Las facilidades militares bancarias serán sucursales o agencias de entidades bancarias debidamente autorizadas para dedicarse a los negocios bancarios en Panamá. El Gobierno de la República de Panamá podrá autorizar la instalación y funcionamiento dentro de los sitios de defensa, en las ubicaciones acordadas por el Comité Conjunto, de sucursales o agencias del Banco Nacional u otras entidades

bancarias oficiales de la República de Panamá.

3. Es el objetivo y propósito expreso de ambos Gobiernos que los artículos y servicios vendidos o proporcionados en los economatos y almacenes militares sean para el uso exclusivo de las personas autorizadas. A tal fin, las Fuerzas de los Estados Unidos informarán a las autoridades panameñas, a solicitud de éstas y por conducto del Comité Conjunto, sobre la clasificación, naturaleza y cantidad de determinados artículos y servicios vendidos o proporcionados en tales establecimientos.

4. En relación con el parágrafo anterior, la República de Panamá y los Estados Unidos adoptarán conjuntamente todas las medidas necesarias para prevenir el uso no autorizado de tales actividades y el abuso por aquellos que están autorizados. Tales medidas incluirán la obtención de la información pertinente y la realización de las verificaciones que fuesen necesarias por parte de las autoridades panameñas. Los procedimientos correspondientes para estos propósitos serán acordados por el Comité Conjunto.

5. El Gobierno de los Estados Unidos aplicará sanciones disciplinarias adecuadas a los miembros de las Fuerzas o del componente civil y dependientes u otras personas autorizadas, por vía de excepción, que abusen de los privilegios concedidos en este artículo y cometan violaciones al respecto. En tales casos, las autoridades de los Estados Unidos darán consideración benevolente a solicitudes de las autoridades de la República de Panamá para ejercer jurisdicción.

6. Las facilidades de servicio de que trata este artículo concederán a los bienes y servicios panameños la preferencia de que trata el Artículo VIII.

ARTICULO XII

Contratistas y personal de Contratistas

1. Cuando las Fuerzas de los Estados Unidos requieran contratos para la prestación de servicios o la adquisición de materiales, las Fuerzas de los Estados Unidos darán a las fuentes panameñas la preferencia establecida en el Artículo VIII de este acuerdo.

2. Cuando las Fuerzas de los Estados Unidos otorguen contratos a personas naturales que sean nacionales o residentes permanentes de los Estados Unidos o a sociedades u otras personas jurídicas organizadas bajo las leyes de los Estados Unidos y bajo el control efectivo de aquellas personas, las designarán como contratistas de las Fuerzas, comunicando dichas designaciones a las autoridades panameñas por conducto del Comité Conjunto. Tales contratistas quedarán sujetos a las leyes y reglamentos de la República de Panamá, salvo lo dispuesto por el régimen especial establecido en este acuerdo, que incluye los siguientes obligaciones y beneficios:

(a) El contratista deberá dedicarse exclusivamente a las actividades relacionadas con la ejecución del trabajo para el cual es contratado por las Fuerzas de los Estados Unidos, o relacionadas con otros trabajos o actividades que hayan sido autorizados por la República de Panamá;

(b) El contratista deberá abstenerse de realizar actividades que puedan constituir violaciones de las leyes de la República de Panamá;

(c) El contratista entrará y saldrá del territorio de la República de Panamá de acuerdo con lo previsto para los miembros del componente civil en el Artículo XIII de este acuerdo.

(d) El contratista deberá obtener un certificado de identidad profesional expedido por las autoridades competentes de las Fuerzas de los Estados Unidos, una vez satisfechas de sus

calificaciones. Tal certificado permitirá al contratista operar en Panamá como contratista de las Fuerzas. No obstante, las autoridades panameñas podrán requerir el registro de los documentos adecuados, a fin de establecer su presencia jurídica en la República de Panamá;

(e) El contratista no estará obligado a pagar ningún impuesto u otro gravamen a la República de Panamá sobre los ingresos obtenidos por razón del contrato con las Fuerzas de los Estados Unidos, siempre y cuando deba pagar impuestos o tasas sustancialmente equivalentes en los Estados Unidos;

(f) El contratista podrá transitar libremente dentro de la República de Panamá, y gozará de las exenciones de derechos aduaneros y otros gravámenes, conforme al régimen previsto en los Artículos XV y XVII de este acuerdo para los miembros del componente civil;

(g) El contratista podrá usar los servicios e instalaciones públicos de acuerdo con los términos y condiciones establecidos en el Artículo XIV de este acuerdo, pero pagará los peajes de carreteras e impuestos de placas para vehículos particulares que no sean discriminatorios;

(h) El contratista estará exento del pago de cualesquiera impuestos que recaigan sobre los bienes depreciables de su propiedad, distintos a bienes inmuebles, que sean utilizados exclusivamente en el cumplimiento de contratos con las Fuerzas de los Estados Unidos;

(i) El contratista podrá utilizar los servicios y facilidades a que se refieren los Artículos X y XVIII de este acuerdo, en la medida en que tal uso sea autorizado por las Fuerzas de los Estados Unidos.

3. Las Fuerzas de los Estados Unidos revocarán la designación de un contratista de ocurrir cualquiera de las siguientes circunstancias:

(a) Al terminar o concluir sus contratos con las Fuerzas de los Estados Unidos;

(b) Al comprobar que tales contratistas se dedican a actividades comerciales en la República de Pànamá distintas a las relacionadas con las Fuerzas de los Estados Unidos, sin autorización de la República de Panamá;

(c) Al comprobar que tales contratistas se dedican a prácticas que según las autoridades de la República de Panamá, constituyen graves violaciones de sus leyes.

4. Las autoridades de los Estados Unidos notificarán a las autoridades de la República de Panamá cuando la designación de un contratista ha sido revocada. Si en el término de sesenta días a partir de la notificación de la revocación de un contratista que hubiere ingresado a Panamá en su condición de contratista, las autoridades de la República de Panamá le exigen a tal contratista abandonar su territorio, el Gobierno de los Estados Unidos asegurará que la República de Panamá no tenga que sufragar costo alguno por razón de los gastos de transporte.

5. Las disposiciones de este artículo se aplicarán igualmente a los subcontratistas y a los empleados de los contratistas y subcontratistas y sus dependientes, que sean nacionales o residentes de los Estados Unidos. Tales empleados y dependientes no estarán sujetos al régimen de seguridad social de la República de Panamá.

ARTICULO XIII

Entrada y Salida

1. Los Estados Unidos podrán traer al territorio de la República de Panamá a miembros de las Fuerzas o del componente civil y dependientes para los propósitos específicos del Tratado del Canal de Panamá y otros como ambos Gobiernos pudieran acordar.

2. (a) A fin de entrar o salir del territorio de la República de Panamá, los miembros de las Fuerzas estarán obligados a portar solamente una tarjeta de identidad personal y la documentación de viaje, ya sea individual o colectiva, expedida por las autoridades militares de los Estados Unidos. Tal documentación deberá ser presentada a las autoridades panameñas. Los dos Gobiernos establecerán, por conducto del Comité Conjunto, el procedimiento a seguir en casos excepcionales;

(b) Para entrar o salir del territorio de la República de Panamá, los miembros del componente civil y los dependientes deberán poseer, además de la documentación de viaje expedida por las autoridades militares de los Estados Unidos, un pasaporte válido. Tal documentación será presentada a las autoridades competentes de la República de Panamá;

(c) Las Fuerzas de los Estados Unidos proporcionarán a cada miembro de las Fuerzas o del componente civil y dependiente que permanezca en la República de Panamá por más de treinta días, una tarjeta de identidad personal que será expedida por autoridad del Comité Conjunto, en español e inglés. Los menores de diez años podrán ser incluidos en la tarjeta de identidad de uno de los padres a opción del padre. Estas tarjetas de identidad deberán ser presentadas a las autoridades competentes de la República de Panamá, a requerimiento.

Las autoridades de la República de Panamá podrán solicitar información concerniente al número de tales tarjetas que se encuentren vigentes y a la validez de cualquiera tarjeta específica. El Comité Conjunto y las Fuerzas de los Estados Unidos proporcionarán tal información.

3. Cuando el estado de cualquier miembro de las Fuerzas o del componente civil, o dependiente, se altere de modo tal que, al momento de dicha alteración, ya no tenga derecho a permanecer en la República

de Panamá, las Fuerzas de los Estados Unidos notificarán prontamente a las autoridades panameñas, y si fueran requeridos dentro de un plazo de sesenta días de tal notificación asegurarán que su transporte desde la República de Panamá no cause costo alguno para el Gobierno de la República de Panamá.

4. (a) Los miembros de las Fuerzas o del componente civil y dependientes, estarán exentos de cargas fiscales relacionadas con su entrada, presencia o salida del territorio de la República de Panamá. Así mismo, estarán exentos de servicios obligatorios establecidos a favor de la República de Panamá. Estos no adquirirán ningún derecho a obtener residencia permanente o domicilio en la República de Panamá;

(b) Los miembros de las Fuerzas o del componente civil que ingresen a la República de Panamá para realizar exclusivamente servicios profesionales directamente para las Fuerzas de los Estados Unidos o para su beneficio, no estarán sujetos al régimen de licencia de la República de Panamá, pero limitarán su actividad profesional a tales servicios con las Fuerzas de los Estados Unidos y para los propósitos específicos del Tratado del Canal de Panamá u otros como ambos Gobiernos pudieran acordar.

ARTICULO XIV

Servicios e Instalaciones

1. Las Fuerzas de los Estados Unidos, los miembros de las Fuerzas o del componente civil y los dependientes, podrán usar los servicios e instalaciones públicos pertenecientes o reglamentados por el Gobierno de la República de Panamá, pero los términos y condiciones de uso, precios, tasas y tarifas y prioridades, no serán desfavorables en relación con aquellos cobrados a otros usuarios.

2. Por el uso de servicios y facilidades públicos que se encuentren disponibles mediante una planta adquirida o construida, o equipo

proporcionado por el Gobierno de los Estados Unidos y subsecuentemente transferido gratuitamente al Gobierno de la República de Panamá, se concederán tarifas preferenciales a las Fuerzas de los Estados Unidos, tomando en cuenta estas circunstancias.

3. Las Fuerzas de los Estados Unidos podrán establecer y operar los servicios y facilidades de apoyo que requieran dentro de los sitios de defensa y, excepcionalmente, con la autorización del Gobierno de la República de Panamá, fuera de dichos sitios.

4. La República de Panamá permitirá a las Fuerzas de los Estados Unidos continuar usando, en forma adecuada, facilidades accesorias tales como tuberías, comunicaciones, servicios sanitarios y de utilidad pública que sirvan a los sitios de defensa y se encuentren instaladas en terrenos fuera de tales sitios. Las Fuerzas de los Estados Unidos darán, a su costo, el mantenimiento y reparación a estas facilidades según sea necesario, en coordinación con las instituciones competentes de la República de Panamá. La identificación pormenorizada de tales facilidades se hará, por conducto del Comité Conjunto, dentro de un período de seis meses a partir de la fecha de entrada en vigencia de este acuerdo, a menos que el período sea prorrogado por el Comité Conjunto por circunstancias excepcionales. Los dos Gobiernos acordarán, por conducto del Comité Conjunto, los procedimientos que regirán el uso adecuado, acceso, mantenimiento y reparación de estas facilidades. De igual manera también se acordarán los procedimientos para coordinar las Fuerzas de los Estados Unidos y las entidades competentes de la República de Panamá, con relación al uso, acceso, mantenimiento y reparación de las facilidades que presten servicios a la República de Panamá y que estén ubicadas dentro de los sitios de defensa.

ARTICULO XV

Circulación, licencias y registro de naves, aeronaves y vehículos

1. (a) Cuando estén cumpliendo deberes oficiales, las naves y aeronaves operadas por o para las Fuerzas de los Estados Unidos podrán libremente transitar por el espacio aéreo y las aguas panameñas, sin la obligación de pagar impuestos, peajes, derechos de aterrizaje o muellaje y otros cargos a la República de Panamá y sin cualesquiera otros obstáculos;

(b) Tales naves y aeronaves estarán exentas de las inspecciones de aduanas o de otras inspecciones. Cuando en las mismas se lleve carga, tripulantes o pasajeros sin derecho a las exenciones previstas en este acuerdo, se dará aviso previo a las autoridades panameñas competentes. Ambos Gobiernos adoptarán los procedimientos para asegurar que no se violen las leyes y reglamentos de la República de Panamá.

2. (a) Así mismo, los vehículos y equipo de las Fuerzas Armadas de los Estados Unidos podrán, cuando estén cumpliendo deberes oficiales, libremente transitar en la República de Panamá, sin la obligación de pagar impuestos, peajes u otros cargos a la República de Panamá y sin cualesquiera otros obstáculos. Estos vehículos y equipos estarán exentos de revisiones mecánicas u otras.

Los reclamos que surjan de daños causados por las Fuerzas de los Estados Unidos a la red vial panameña fuera de los sitios de defensa, en exceso al desgaste usual por razón del tiempo y su uso apropiado, serán resueltos según lo estipulado en el Artículo XX;

(b) Tales vehículos y equipos oficiales no estarán gravados con ningún derecho de licencia o matrícula. Estos vehículos portarán sus señales acostumbradas de identificación militar de los Estados Unidos y un medio adicional de identificación, según lo reglamente el

Comité Conjunto, y que será expedido por autoridad de dicho Comité Conjunto y distribuido por las Fuerzas de los Estados Unidos;

(c) Para el tránsito de cualquier convoy militar, o cualquier número grande de vehículos en una sola unidad, fuera de los sitios de defensa, las Fuerzas de los Estados Unidos consultarán con la Junta Combinada para que, si el tiempo y las circunstancias lo permiten, se hagan los arreglos de tránsito adecuados, incluyendo el acompañamiento por patrullas de tránsito panameñas.

3. (a) Las placas, marcas individuales y documentos de registro expedidos por los Estados Unidos para vehículos, remolques, naves y aeronaves que sean propiedad de las Fuerzas de los Estados Unidos serán reconocidos por la República de Panamá;

(b) La República de Panamá admitirá como suficientes, las licencias, permisos, certificados u otras clasificaciones oficiales válidos del Gobierno de los Estados Unidos, que posean los operadores de vehículos, naves y aeronaves que sean propiedad de las Fuerzas de los Estados Unidos.

4. (a) Los vehículos, remolques, naves y aeronaves que pertenezcan a miembros de las Fuerzas o del componente civil o a dependientes también transitarán libremente dentro de la República de Panamá, cumpliendo con los reglamentos de tránsito y los referentes a la inspección mecánica anual. El derecho de placa y otras obligaciones no serán discriminatorios;

(b) La República de Panamá expedirá, de acuerdo con sus leyes, los documentos apropiados de título y registro de vehículos, remolques, naves y aeronaves de propiedad de los Miembros de las Fuerzas, del componente civil y de dependientes, cuando éstos presenten título y registro expedido por las autoridades federales o estatales de los Estados Unidos o de la antigua Zona del Canal. Los solicitantes podrán

retener tales documentos, siempre que entreguen a las autoridades panameñas copia de ellos debidamente traducida al español, autenticada por las Fuerzas de los Estados Unidos.

Mientras se tramite la solicitud correspondiente y dentro de un término que no excederá de treinta días después de su llegada a la República de Panamá, los medios de transporte antes mencionados podrán circular con las placas o marcas distintivas expedidas por las autoridades federales o estatales de los Estados Unidos;

(c) Los miembros de las Fuerzas, o del componente civil y dependientes, que porten licencias de conductor, permisos de operador de nave o licencias y clasificaciones de piloto aéreo expedidos por las autoridades federales y estatales de los Estados Unidos o de la antigua Zona del Canal, podrán recibir las equivalentes licencias, permisos y clasificaciones panameñas sin someterse a nuevas pruebas o pagar nuevos derechos. Los solicitantes podrán retener las licencias, permisos y clasificaciones de los Estados Unidos o de la antigua Zona del Canal, siempre que entreguen a las autoridades panameñas copia de los mismos autenticada por las Fuerzas de los Estados Unidos y debidamente traducida al español.

Los miembros de las Fuerzas, o del componente civil y dependientes podrán conducir vehículos, naves o aeronaves en la República de Panamá, con tales licencias, permisos y clasificaciones durante los treinta días siguientes a su primer arribo a la República de Panamá y durante el período subsecuente necesario para la tramitación de la solicitud en Panamá de licencia de conductor, permiso de operador de nave o licencia o clasificación como piloto aéreo;

(d) Las licencias, permisos o clasificaciones panameños serán válidos por el tiempo que la ley panameña señale y, durante la presencia continua del portador en Panamá, deberán renovarse según las leyes panameñas para conservar su validez.

Cuando las leyes panameñas requieran certificaciones médicas para la renovación de licencias, permisos o clasificaciones, la República de Panamá aceptará las certificaciones expedidas por los servicios médicos de las Fuerzas de los Estados Unidos, siempre que dichas certificaciones sean expedidas en español;

(e) La República de Panamá expedirá, de acuerdo con sus leyes, licencias de conductor, permisos de operador de naves y licencias y otras clasificaciones de piloto aéreo a miembros de las Fuerzas, del componente civil y dependientes, cuando éstos no posean tales documentos. Si se requiriese cualquier prueba como requisito previo para la expedición de los mencionados documentos, Panamá permitirá que las personas interesadas tomen el examen en español o inglés. Cualquier material que la República de Panamá expidiese usualmente para la preparación de tales pruebas será proporcionado en español o inglés, a opción del interesado.

5. Las aeronaves otras que las panameñas o de los Estados Unidos solamente podrán usar las pistas de aterrizaje de los sitios de defensa con la autorización de la República de Panamá. Cuando lo consideren conveniente, los dos Gobiernos adoptarán, por conducto del Comité Conjunto, los reglamentos que rijan dicho uso por tales aeronaves.

6. La instalación, cambio de posición o alteración de luces y otras instalaciones de señales para ayuda a la navegación de aeronaves, colocadas o establecidas en los sitios de defensa o sus alrededores, estarán sujetas a consulta previa entre las autoridades competentes de ambos Gobiernos.

7. La República de Panamá adoptará las medidas que sean apropiadas para coordinar el tráfico aéreo en la República de Panamá, a fin de que, de manera consistente con la misión de las Fuerzas de los Estados Unidos, se ofrezca la máxima seguridad a la navegación aérea civil y militar. Según resulten necesarios para el cumplimiento de

los propósitos específicos de este acuerdo, se desarrollarán conjuntamente los sistemas de control y coordinación del tráfico aéreo militar. Los procedimientos que se requieran para llevar a cabo esta coordinación serán acordados por las autoridades designadas de ambos Gobiernos, respetando siempre la soberanía de la República de Panamá sobre todo su espacio aéreo.

La República de Panamá conviene en que, por razones de seguridad, a solicitud de las Fuerzas de los Estados Unidos restringirá los sobrevuelos sobre ciertos sitios de defensa.

8. El Comité Conjunto podrá adoptar las reglas y procedimientos que sean necesarios para hacer efectivas las disposiciones de este artículo.

ARTICULO XVI

Tributación

1. En virtud de este acuerdo las Fuerzas de los Estados Unidos quedan exentas del pago en la República de Panamá de cualesquiera impuestos, derechos u otros cargos, que incidan sobre sus actividades o bienes, incluyendo aquellos gravados por intermedio de contratistas o subcontratistas.

2. Los miembros de las Fuerzas o del componente civil y dependientes, estarán exentos de cualesquiera impuestos, derechos u otros cargos sobre los ingresos percibidos por razón de su trabajo en las Fuerzas de los Estados Unidos, o de su trabajo en cualquiera de las facilidades de servicio a que se refieren los Artículos XI o XVIII de este acuerdo. Así mismo, conforme a lo dispuesto en la legislación panameña, estarán exentos del pago de impuestos, derechos u otros cargos sobre los ingresos que obtengan de fuentes fuera de la República de Panamá.

3. Los miembros de las Fuerzas o del componente civil y

dependientes, estarán exentos de los impuestos, derechos u otros cargos sobre donaciones o asignaciones hereditarias, o sobre los bienes muebles que se encuentren dentro del territorio de la República de Panamá, debido exclusivamente a la estadía en ésta por razón de su trabajo, con las Fuerzas de los Estados Unidos de tales personas o de quienes ellas dependan.

4. El Comité Conjunto podrá establecer las reglamentaciones que sean adecuadas para hacer efectivo este Acuerdo.

ARTICULO XVII

Derechos de Importación

1. Salvo las excepciones previstas en este acuerdo, los miembros de las Fuerzas o del componente civil y dependientes estarán sujetos a las leyes y reglamentos administrados por las autoridades aduaneras de la República de Panamá.

2. Todos los bienes importados para el uso oficial o beneficio de las Fuerzas de los Estados Unidos, incluyendo los importados por sus contratistas o subcontratistas, en relación con las diversas actividades autorizadas a tenor de este acuerdo, estarán exentos del pago de cualesquiera derechos de aduana u otros impuestos o cargos de importación y de cualesquiera requerimientos de licencia.

Las Fuerzas de los Estados Unidos expedirán un certificado, según la forma adoptada por el Comité Conjunto, en que se haga constar que los bienes que se importan son para estos fines.

3. Los bienes consignados o importados para el uso personal de los miembros de las Fuerzas o del componente civil o dependientes estarán sujetos al pago de los derechos u otros impuestos de importación, con las siguientes excepciones:

(a) Los muebles, artículos domésticos y efectos personales importados por tales personas para su uso particular dentro del término

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de los seis meses siguientes a su primer arribo a la República de Panamá. En el caso de personas que no puedan obtener alojamiento adecuado al llegar por primera vez a la República de Panamá, se les concederá un plazo adicional de seis meses desde el momento en que obtengan alojamiento adecuado para la importación de estos artículos, siempre y cuando las Fuerzas de los Estados Unidos expidan un certificado haciendo constar que dicha persona no ha hecho previamente tal importación e indicando la fecha en que obtuvo alojamiento adecuado y su dirección;

(b) Los vehículos importados por tales personas para su uso particular, así como las partes de repuestos requeridas para su adecuado mantenimiento. El Comité Conjunto establecerá las limitaciones con respecto a cantidad y frecuencia de importación de tales vehículos y partes;

(c) Una cantidad razonable de artículos para el uso personal de tales personas, que se importe como equipaje personal o sea enviado a la República de Panamá a través de las oficinas de correo militares de los Estados Unidos;

(d) Otras importaciones que sean expresamente autorizadas por las autoridades competentes de la República de Panamá, a solicitud de las Fuerzas de los Estados Unidos.

4. Las exenciones concedidas en el numeral (3) de este artículo se aplicarán solamente a los casos de importación de artículos exentos en el momento de la introducción y no se interpretarán en el sentido de obligar a la República de Panamá a reembolsar los derechos de aduana e impuestos internos cobrados por la República de Panamá, con relación a las compras de bienes de fuentes panameñas con posterioridad a su importación.

5. No se practicarán inspecciones de aduana, en los siguientes casos:

(a) A los miembros de las Fuerzas de Estados Unidos bajo órdenes, que no sean órdenes de licencia, que entren o salgan de la República de Panamá;

(b) A los documentos oficiales bajo sello oficial y correo enviado por los canales postales militares de los Estados Unidos;

(c) A la carga consignada a las Fuerzas de los Estados Unidos.

6. Los bienes importados conforme a este artículo y posteriormente traspasados a una persona sin derecho a importar libre de impuestos, quedarán sujetos al pago de los impuestos de importación y otras tasas de acuerdo con las leyes y reglamentos de la República de Panamá. Tales ventas no serán permitidas cuando sean motivadas por propósitos comerciales.

7. Todos los bienes importados a la República de Panamá libres de derechos de aduanas y otros impuestos, conforme a los párrafos (2) y (3) de este artículo, podrán ser exportados libres de derechos de aduanas, permisos u otros impuestos y tasas de exportación. Todos los bienes adquiridos en la República de Panamá por, o en nombre de las Fuerzas de los Estados Unidos o adquiridos por miembros de las Fuerzas o del componente civil o dependientes para su uso particular podrán ser exportados libres de derechos de aduana, permisos u otros impuestos y tasas de exportación.

8. Las autoridades de Estados Unidos convienen en cooperar con las autoridades de la República de Panamá y tomarán, dentro de su capacidad legal, todas las medidas que sean necesarias para prevenir el abuso de los privilegios concedidos, de acuerdo con este artículo, a los miembros de las Fuerzas o del componente civil, o dependientes.

9. A fin de prevenir violaciones de las leyes y reglamentos administrados por las autoridades aduaneras de la República de Panamá, los dos Gobiernos convienen como sigue:

(a) Las autoridades de la República de Panamá y las autoridades competentes de los Estados Unidos se asistirán mutuamente en la conducción de investigaciones y la recolección de pruebas;

(b) Las autoridades de los Estados Unidos tomarán, dentro de su capacidad legal, todas las medidas necesarias para asegurar que los artículos sujetos a decomiso por o en nombre de las autoridades aduaneras de la República de Panamá sean entregados a estas autoridades;

(c) Las autoridades de los Estados Unidos tomarán, dentro de su capacidad legal, todas las medidas necesarias para asegurar el pago por miembros de las Fuerzas o del componente civil y dependientes de los derechos de importación, impuestos y multas que les sean debidamente determinados por las autoridades panameñas.

10. Los vehículos y artículos que pertenezcan a las Fuerzas de los Estados Unidos que sean decomisados a una persona por las autoridades de la República de Panamá, en relación con una violación de sus leyes o reglamentos aduaneros o fiscales, serán entregados a las autoridades competentes de las Fuerzas de los Estados Unidos.

11. El Comité Conjunto constituirá el medio de comunicación e información entre los dos Gobiernos con respecto a los asuntos relacionados con la ejecución de este artículo.

ARTICULO XVIII

Salud, sanidad y educación

1. Las Fuerzas de los Estados Unidos podrán prestar servicios educativos, sanitarios y médicos, inclusive veterinarios, a los miembros de las Fuerzas o del componente civil y dependientes, y a otras personas que, por vía de excepción, ambos Gobiernos pudieran acordar por conducto del Comité Conjunto.

2. Los asuntos de interés mutuo referentes al control y prevención de enfermedades y la coordinación de otros servicios de salud pública, cuarentena, sanidad y educación serán motivo de coordinación en el Comité Conjunto.

3. La República de Panamá autoriza a las Fuerzas de los Estados Unidos para que en la prestación de los servicios de salud, sanidad y educación aplique sus propios reglamentos.

ARTICULO XIX

Estudios

Los Estados Unidos podrán llevar a cabo estudios topográficos, hidrográficos, agrológicos y de otra índole (incluyendo la toma de fotografías aéreas) dentro de los sitios de defensa. Los estudios en otras áreas requerirán la autorización de la República de Panamá, en la forma que se acuerde en el Comité Conjunto, y la República de Panamá, a su opción, designará un representante para que esté presente. Los Estados Unidos proporcionarán a la República de Panamá, sin costo alguno, copia de los datos que resulten de tales estudios.

ARTICULO XX

Reclamaciones

1. Cada Gobierno renuncia a sus reclamaciones contra el otro Gobierno por daños a cualquier bien de su propiedad que sea utilizado por sus servicios armados de tierra, mar o aire en los siguientes casos:

(a) Si el daño fue causado por un miembro o empleado de los servicios armados del otro Gobierno, en el desempeño de sus deberes oficiales; o,

(b) Si el daño resulta del uso de cualquier vehículo, nave o aeronave de propiedad del otro Gobierno y utilizada por sus servicios

armados, siempre y cuando que el vehículo, nave o aeronave causante del daño estuviese siendo utilizada para fines oficiales, o que el daño fuese causado a bienes que se empleaban en tales fines.

2. En el caso de daño causado o resultante según se expresa en el párrafo 1 de este artículo, a otro bien de propiedad de cualquiera de los dos Gobiernos y ubicado en la República de Panamá, las reclamaciones serán satisfechas por el Gobierno contra el que se reclama. De no ser satisfecha a su debido tiempo, la reclamación podrá formularse por medio de los conductos diplomáticos. Ambos Gobiernos renuncian desde ahora al cobro de cualquier reclamación cuyo monto sea inferior a B/.1,400.00 ó $1,400.00 US, que son de igual valor.

3. En casos de salvamento marítimo, cada Gobierno renuncia a reclamaciones contra el otro si la nave o cargamento salvado fueren de propiedad del otro Gobierno y estuviere siendo utilizado por sus servicios armados para fines oficiales.

4. Para los efectos de las disposiciones de este artículo, se considera propiedad de un Gobierno cualquier nave fletada, requisada o tomada en presa por éste, excepto en la medida que el riesgo de pérdida o responsabilidad sea asumido por persona distinta a tal Gobierno.

5. Cada Gobierno renuncia a sus reclamaciones contra el otro por lesión o muerte de cualquier miembro de sus Fuerzas Armadas ocurrido mientras éste se dedicaba al cumplimiento de sus deberes oficiales.

6. Los miembros de las Fuerzas y los empleados civiles de las Fuerzas de los Estados Unidos estarán sujetos a la jurisdicción de los tribunales civiles de la República de Panamá salvo en asuntos que se originen del desempeño de deberes oficiales. En los casos en que se haya aceptado un pago que satisfaga totalmente una reclamación, los tribunales civiles de la República de Panamá darán por terminado

cualquier proceso relacionado con el asunto.

7. Cuando un bien mueble de propiedad particular sujeto a secuestro o embargo por orden de una autoridad competente bajo la ley panameña se encuentre dentro de los sitios de defensa, las autoridades de los Estados Unidos prestarán, a solicitud de las autoridades panameñas, toda la ayuda a su alcance a fin de que dicho bien sea prontamente entregado a las autoridades panameñas. Se exceptúan los bienes muebles que aunque de propiedad particular, estén siendo utilizados por las Fuerzas de los Estados Unidos o por cuenta de las mismas.

8. Las reclamaciones extracontractuales que surjan de daños causados durante el desempeño de sus deberes oficiales por los miembros o los empleados civiles de las Fuerzas de los Estados Unidos a terceras partes distintas de los dos Gobiernos, serán presentadas por la parte lesionada para su satisfacción por las Fuerzas de los Estados Unidos, por intermedio del Comité Conjunto. Las autoridades de la República de Panamá podrán aconsejar sobre la ley panameña y dar sus recomendaciones basada en la misma a las autoridades competentes de las Fuerzas de los Estados Unidos, para que sean consideradas en la evaluación de la responsabilidad y el monto de los daños.

9. En los otros casos de reclamaciones extracontractuales contra los miembros de las Fuerzas o del componente civil, las autoridades de los Estados Unidos, previa consulta con las autoridades competentes del Gobierno de Panamá, considerarán la reclamación y, de resultar procedente, ofrecerán pago ex gratia.

10. Las autoridades de ambos Gobiernos cooperarán entre sí en la investigación y obtención de pruebas para una justa solución de las reclamaciones que se formulen según lo previsto en este artículo.

11. Las reclamaciones contractuales contra las Fuerzas de los Estados Unidos se resolverán según lo previsto en la cláusula de disputa de los propios contratos y, a falta de tal previsión, mediante

la presentación de reclamaciones a las autoridades de los Estados Unidos, por las vías apropiadas.

12. El Gobierno de los Estados Unidos requerirá a los contratistas y subcontratistas mencionados en el Artículo XII de este acuerdo, que obtengan seguros adecuados para cubrir las responsabilidades civiles en que puedan incurrir en territorio panameño, como resultado de actos u omisiones ocurridos en el desempeño de sus deberes oficiales por parte de sus empleados. El Comité Conjunto adoptará las normas generales referentes a tales seguros.

ARTICULO XXI

Disposiciones Generales

1. Las actividades y operaciones del Gobierno de los Estados Unidos se llevarán a cabo con la debida atención a la salud y seguridad públicas de la República de Panamá. Dentro de los sitios de defensa, cuyo uso Panamá autoriza a los Estados Unidos en virtud de este acuerdo, las autoridades de los Estados Unidos adoptarán todas las medidas adecuadas para cooperar a tal objeto con las autoridades de la República de Panamá.

2. Cuando sus funciones oficiales lo requieran, los miembros de las Fuerzas o del componente civil podrán portar armas oficiales y se ajustarán a cualesquiera normas que el Comité Conjunto establezca. Los miembros de las Fuerzas o del componente civil y dependientes podrán portar armas privadas de acuerdo con las leyes y reglamentos panameños pertinentes y los reglamentos de las Fuerzas de los Estados Unidos.

3. Los miembros de las Fuerzas estarán obligados a observar buena conducta de conformidad con el orden y disciplina requeridos por las leyes panameñas y las leyes y reglamentos militares de los Estados Unidos.

Las autoridades de la República de Panamá velarán que las leyes y reglamentos panameños se cumplan en todo momento.

Cuando el orden y disciplina a los que se refiere este párrafo sean quebrantados por miembros de las Fuerzas fuera de los sitios de defensa y las autoridades panameñas por razones de diferencias de idiomas u otras circunstancias lo consideraran conveniente, podrán solicitar la presencia de personal de la policía de las Fuerzas de los Estados Unidos para cooperar con el restablecimiento del orden y disciplina y, en tales casos, las Fuerzas de los Estados Unidos estarán obligadas a enviarlos.

Dentro de los sitios de defensa, la función policiva será ejercida principalmente por la policía de las Fuerzas de los Estados Unidos. Las autoridades panameñas cooperarán con las Fuerzas de los Estados Unidos en el cumplimiento de esta función, para lo cual podrán ubicar efectivos policiales panameños dentro de tales sitios, en las jefaturas de policía de las Fuerzas de los Estados Unidos o según lo acuerde el Comité Conjunto. Dicha cooperación será prestada particularmente en aquellos casos que involucren nacionales panameños.

El Comité Conjunto podrá también acordar un procedimiento a fin de que los efectivos policiales panameños y de la policía de las Fuerzas de los Estados Unidos lleven a cabo conjuntamente inspecciones de rutina para el mantenimiento del orden y disciplina en aquellos sitios donde la vigilancia sea especialmente requerida.

4. Las Fuerzas de los Estados Unidos restringirán, al máximo posible, el uso de uniformes militares a fin de que se usen solamente cuando sea necesario. El Comité Conjunto adoptará las normas referentes al uso de uniformes militares, en otros casos, por vía de excepción.

ARTICULO XXII

Duración

Este acuerdo empezará a regir cuando entre en vigencia el Tratado del Canal de Panamá firmado en esta fecha y terminará al mediodía, hora de Panamá, el 31 de diciembre de 1999.

DONE at Washington, this 7th day of September, 1977, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FIRMADO en Washington, a los 7 días de septiembre de 1977, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:

Ellsworth Bunker [1]

Sol M. Linowitz [2]

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:

Rómulo Escobar Bethancourt [3]

Aristides Royo [4]

[1] Ellsworth Bunker.
[2] Sol M. Linowitz.
[3] Rómulo Escobar Bethancourt.
[4] Aristides Royo.

ANNEX A

Defense Sites, Military Areas of Coordination and Other Installations

(1) The defense sites, military areas of coordination, and other installations, the use of which is made available by the Republic of Panama to the United States, are described below and identified, but not definitively, on the maps attached hereto[1] and referenced herein, in the manner indicated on the legends thereof. When areas or installations are depicted on more than one map of different scales, the identification on the map with the largest scale shall be controlling. More precise identifications and exact boundaries shall be agreed upon as soon as practicable by the Joint Committee established in Article III of this Agreement after a Joint Survey to be conducted by representatives of the two Parties. When the aforementioned identifications have been completed and agreed upon, they shall be controlling as to the boundaries of the installations and areas described in this Annex.

(2) The defense sites are described generally as follows:

(a) Howard Air Force Base - Fort Kobbe - Farfan (including the Farfan Radio Receiver Facility, Farfan Annex), and United States Naval Station, Rodman, and Marine Barracks (including 193rd Brigade Ammunition Storage Area, Cocoli Housing Area and Arraijan Tank Farm) (Attachment 1);

(b) Fort Clayton - Corozal Army Reservation and Albrook Air Force Station (west) (Attachments 1, 2 and 3);

(c) Fort William D. Davis Military Reservation, to include Dock 45 and the adjacent water area and Atlantic general depot area, (Attachments 1 and 4);

[1] For General Map of the Land and Water Areas for the Operation and Defense of the Panama Canal, see pocket in back of UST Vol. 33, Part I. Other attachments have not been printed here. The map atlas is deposited in the archives of the Department of State where it is available for reference.

(d) Fort Sherman Military Reservation, (Attachment 1); and

(e) Galeta Island; United States Navy Transisthmian Pipeline; and Semaphore Hill Long-Range Radar and Communications Link, (Attachment 1).

(3) (a) The Military Areas of Coordination are described generally as follows:

(i) General Military Areas of Coordination:

(aa) Quarry Heights, except for housing made available to Panama pursuant to paragraph (5)(b) of Annex B to this Agreement (Attachments 1 and 5);

(bb) United States Naval Station, Panama Canal, Fort Amador (Attachments 1 and 6); and

(cc) Fort Gulick (Attachments 1 and 7).

(ii) Military Areas of Coordination for Training (Attachment 1):

(aa) Empire Range;

(bb) Piña Range;

(cc) Fort Sherman West; and

(dd) Fort Clayton Training Area.

(iii) Military Areas of Coordination for Housing:

(aa) Curundu Heights, except for housing made available to the Republic of Panama pursuant to paragraph (5)(b) of Annex B to this Agreement (Attachments 1 annd 8);

(bb) Herrick Heights (Attachments 1 and 9);

(cc) Coco Solo South (Attachments 1 and 10);

(dd) Fort Amador, except for Buildings 1 through 9, 45 through 48, 51, 57, 64

and 93, and for housing made available to the Republic of Panama pursuant to paragraph (5)(b) of Annex B to this Agreement (Attachments 1 and 11);

(ee) France Field (Attachments 1 and 12); and

(ff) Curundu Flats (Attachments 1 and 8).

(iv) Special Facilities:

(aa) Curundu Antenna Farm (Attachments 1 and 3);

(bb) United States Navy Communications Station, Balboa (Attachments 1 and 6);

(cc) Summit Naval Radio Station (Attachment 1);

(dd) Quarry Heights Communications Facility (tunnel) (Attachments 1 and 5);

(ee) Ancon Hill Communications Facilities (Attachments 1 and 5);

(ff) Battery Pratt Communications Facility (Coordinate 119326) (Attachment 1);

(gg) Ammunition Supply Point, Fort Gulick (Attachments 1 and 13);

(hh) Navy Communications-Electric Repair Facility (Building 43-F) (Attachments 1 and 14);

(ii) United States Army Transport-Shipping Facility (Building 39-C) (Attachments 1 and 14);

(jj) Gorgas Hospital Complex (Buildings 223, 233, 237, 238, 240, 240-A, 241, 241-A, 242, 253, 254, 255, 257, 257-G, 261, hospital grounds, and building 424) (Attachments 1 and 9);

(kk) Coco Solo Hospital (Buildings 8900, 8901, 8902, 8904, 8905, 8906, 8907, 8908, 8910, 8912, 8914, 8916, 8920, 8922, 8926, tennis court, grounds and miscellaneous buildings and structures) (Attachment 1);

(ll) Balboa High School (Buildings 74, 701, 702, 704, 705, 706, 707, 713-X, Stadium, 723, 723-A, 723-B, 723-C, 723-D, 723-E, 723-F, 723-G, parking area, and play slab) (Attachments 1, 14, 15 and 16);

(mm) Curundu Junior High School (Buildings 0615-A, 0615-B, 0615-C, 0615-D, 0615-E, 0615-F, cooling tower structure, playgrounds, tennis courts, and equipment, storage and music buildings, swimming pool and bathhouse, and parking areas) (Attachments 1 and 8);

(nn) Cristobal Junior Senior High School (Buildings 1141, 1143, 1149, 1150, 1151, 1153, 1154, 1156, 1239, 1158, 1186, 1288, 2000, playfield, and parking areas) (Attachments 1 and 10);

(oo) Balboa Elementary School (Buildings 709, 710, playground, and parking area) (Attachments 1, 15 and 16);

(pp) Diablo Elementary School (Buildings 5534, 5536, 5634, 5636, 5638, playground, air conditioning building, and parking area) (Attachments 1 and 17);

(qq) Los Rios Elementary School (Buildings 6225, 6226, playground, parking area and chilled water building) (Attachments 1 and 18);

(rr) Gamboa Elementary School (Buildings 56, 56-A, playground, and parking area) (Attachments 1 and 19);

(ss) Coco Solo Elementary School (Buildings 98, 98-A, parking area, playground and chilled water building) (Attachments 1 and 20);

(tt) Margarita Elementary School (Buildings 8350, 8352, playground, parking area, chilled water building and storage building) (Attachments 1 and 21);

(uu) Fort Gulick Elementary School (Buildings 351, 350, 352, playground and parking area) (Attachments 1 and 7);

(vv) Canal Zone College (Buildings 1030, 1031, 1032, 1033, 1034, 1035, 980, 982, 838, athletic field and parking lots) (Attachments 1, 15 and 22);

(ww) Ancon School Administration Office (Partial use of Panama Canal Commission Building 0610) (Attachments 1 and 9);

(xx) Margarita Community Health Center (Partial use of Panama Canal Commission Building 7998) (Attachments 1 and 21);

(yy) Gamboa Community Health Clinic (Use of Panama Canal Commission Building 63) (Attachments 1 and 19);

(zz) Ancon Dental Clinic (Building 287-X, partial use of Panama Canal Commission Building 287) (Attachments 1 and 9);

(aaa) Corozal Mental Health Center Buildings 6521, 6523, 6524, 6525, 6526, 6537 and grounds) (Attachments 1, 18 and 23);

(bbb) Corozal Animal Care Station/Veterinary Hospital (Buildings 6553, 6554, 6555, and grounds) (Attachments 1 and 18);

(ccc) Corozal Cemetery (Buildings and facilities) (Attachments 1, 18 and 23);

(ddd) Balboa Community Health Center (Use of Panama Canal Commission Building 721) (Attachments 1 and 15); and

(eee) Coco Solo Community Health Center (Room in Building 1140) (Attachments 1 and 20).

(b) The following installations, not contiguous to the defense sites or Military Areas of Coordination, which shall be subject to the provisions of the Panama Canal Treaty and this Agreement applicable to the Military Areas of Coordination are described generally as follows:

(i) Buildings 430, 433 and 435 in the Corozal Antenna Field (Attachments 1 and 2);

(ii) AAFES Warehouse, Building 1008 and 1009 (Attachments 1 and 3);

(iii) United States Army Meddac Warehouses, Buildings 490 and 1010 (Attachments 1 and 3);

(iv) Defense Mapping Agency - Inter-American Geodetic Survey Headquarters and warehouse,

Buildings 1019, 1007 and 1022 (Attachments 1 and 3);

(v) Balboa West bombing range, as defined by coordinates PA 350056, PA 381074, PV 433990 and PV 404970 (Attachment 1);

(vi) United States Navy Salvage Storage Area, Building 29-B (Attachments 1 and 14);

(vii) United States Army NBC Chambers, Buildings 922, 923, 924, 925, 926 and 927 (Attachments 1 and 8);

(viii) United States Air Force Communications Group storage/training facility, Building 875 (Attachments 1 and 8);

(ix) Inter-American Air Force Academy Jet Engine Test Cell, Building 1901 (Attachments 1 and 8);

(x) Quarry Heights Motor Pool (Building 159) (Attachments 1 and 5);

(xi) Ammunition Transfer Point, Cerro Pelado (Coordinates 415083) (Attachment 1);

(xii) Fort Amador (Buildings S-103, 104, 105, 105-A, 105-B, 107, 110, 190, 218, 228, 229, 268, 270) (Attachments 1 and 11); and

(xiii) Mindi Veterinary Clinic (Buildings 27, 52, 53, 54 and grounds) (Attachment 1).

(c) The following Areas described in paragraph (a) above shall cease to be Military Areas of Coordination three years from the entry into force of this Agreement:

(i) Curundu Antenna Farm;

(ii) Curundu Heights Housing Area; and

(iii) Barracks facilities at Fort Gulick for a company of the Forces of the Republic of Panama in specific buildings as agreed in the Joint Committee.

(d) The following areas described in paragraph (a) above shall cease to be Military Areas of Coordination five years from the entry into force of this Agreement:

(i) Fort Gulick, except for family housing, community service areas, and the ammunition storage facility; and

(ii) France Field.

(e) The following areas described in paragraph (a) above shall cease to be Military Areas of Coordination during the life of this Agreement:

(i) Fort Clayton Training Area;

(ii) Fort Amador;

(iii) Fort Gulick Family Housing, community service areas and the ammunition storage facility;

(iv) Coco Solo Family Housing; and

(v) That portion of the Curundu Flats Housing Area comprising the contractors' trailer housing area.

(4) The installations outside of the defense sites, which may be used as provided in Article XI, are described generally as follows:

(a) Miscellaneous facilities as follows: Post Exchange Facility in Building 100, Coco Solo; packing and crating Building 406, Albrook; Post Exchange warehouse, Building 304; household goods crating warehouse, Building 1081; Contractor's air conditioning facility, Building 1002; and household goods warehouse, Building 1067 (Attachments 1, 3, 8 and 20);

(b) Recreational Facilities as follows: Camp Chagres Boy Scout Camp at Madden Dam; and Surfside Theater at Naos Island (Attachment 1); and

(c) Post Exchange Facility, Curundu, Buildings 1025, 1026 and 1027; Photo Shop Building 821 (Attachments 1, 3 and 8).

ANNEX B

Terms for Administration
of
Military Areas of Coordination

(1) Purpose: To establish and delineate the respective responsibilities of the United States Forces and the Forces of the Republic of Panama concerning certain areas which the Republic of Panama makes available for coordinated use by the United States Forces and the Forces of the Republic of Panama.

(2) Definitions:

(a) Military Areas of Coordination (sometimes hereinafter referred to as "Areas") are those areas, and the facilities within them, outside of defense sites, which the Republic of Panama by this Agreement authorizes the United States to use for purposes of communications and military training, and for housing and support of members of the Forces, the civilian component, and dependents; and for other purposes, as the two Parties may agree. A list of these Areas is set forth in Annex A to this Agreement.

(b) Security includes those measures taken to provide physical protection and limit access to or egress from a Military Area of Coordination.

(c) Exterior security measures are applicable only outside the boundaries of Military Areas of Coordination.

(d) Interior security measures are applicable only inside the boundaries of Military Areas of Coordination.

(3) General Conditions:

(a) The Republic of Panama authorizes the United States to use and maintain Military Areas of Coordination for the purposes of the Panama Canal Treaty. Signs exterior to Military Areas of

Coordination will indicate that such Areas are operated under a grant of authority from the Republic of Panama. Only the flag of the Republic of Panama shall be flown in Military Areas of Coordination, including at their entrances, except that, as provided in Article VII of the Panama Canal Treaty, the flags of both the Republic of Panama and the United States may be flown at the site of the Combined Board, which shall be located at Quarry Heights.

(b) All rights, privileges and immunities, which the United States possesses with respect to defense sites under this Agreement shall apply equally with respect to the Military Areas of Coordination, except as limited or excluded in this Annex.

(c) The security of the Military Areas of Coordination shall be the combined responsibility of the United States Forces and the Forces of the Republic of Panama. The Forces of the Republic of Panama shall have the responsibility for maintaining exterior security for these Areas, except where the boundary of such an area coincides with the boundary of a defense site. The United States Forces may assist the Forces of the Republic of Panama in combined stations and patrols as mutually agreed. The senior United States Commander shall have the responsibility for interior security, including control of access to these Areas. Joint United States/Republic of Panama Military police patrols will be used within the Military Areas of Coordination, except within the Special Facilities referred to in paragraph 6 of this Annex. The United States Forces shall be responsible for the command, supervision and protection of their personnel, facilities and equipment within the Areas. The Forces of the Republic of Panama shall be responsible for the command, supervision, and the protection of their personnel and equipment and of the facilities they use within the Areas. The members of the Forces, civilian component and dependents, shall have free unrestricted access to the Areas.

(d) No change in the basic character and functions of Military Areas of Coordination shall be made except by mutual consent of the United States Forces and Forces of the Republic of Panama through the Joint Committee or in accordance with Article IV of this Agreement.

(e) The Combined Board, which is established in Article IV of the Panama Canal Treaty, will be the body in which the United States Forces and the Forces of the Republic of Panama will consult regarding joint training in the Military Areas of Coordination, including construction of new training facilities.

(f) The Joint Committee, established in Article III of this Agreement will be the body in which the United States Forces and the Armed Forces of the Republic of Panama will consult for the purpose of administration of the Military Areas of Coordination.

(g) All signs, posters, and notices of general interest within, and at the entrances to, Military Areas of Coordination will be written in the Spanish and English languages.

(h) A Liaison Office of the Forces of the Republic of Panama may be established within each Military Area of Coordination, as mutually agreed.

(i) The Republic of Panama authorizes the United States Forces to apply its own regulations concerning fire prevention, safety, and sanitation standards in Military Areas of Coordination.

(4) Military Areas of Coordination for Training:

(a) The Military Areas of Coordination for Training identified in Annex A to this Agreement will be available to both the United States Forces and the Forces of the Republic of Panama for the conduct of training.

(b) The United States Forces shall have the responsibility for scheduling the use of the Training Areas for the duration of this Agreement.

(c) The United States agrees to increased use of Training Areas by the Forces of the Republic of Panama over the life of this Agreement, in accordance with agreed arrangements of the Combined Board.

(d) Except as otherwise provided in this Annex, the United States Forces shall have the responsibility for internal control and management of the Training Areas.

(e) The Commanding Officer of the forces using the Training Areas at any given time will be responsible for the safety of all ranges and firing positions during such use, in accordance with established regulations, subject to the authority of the responsible United States Forces Commander only with respect to matters related to range safety.

(5) Military Areas of Coordination for Housing:

(a) Military Areas of Coordination for Housing are separately identified in Annex A to this Agreement.

(b) These areas shall be available for occupancy by members of the Forces or the civilian component, and dependents. Selected housing units will be made available to the Republic of Panama, as may be mutually agreed.

(c) No new housing units will be constructed in Military Areas of Coordination by the United States.

(6) Special Facilities:

(a) Special facilities located in Military Areas of Coordination are separately identified in Annex A to this Agreement.

(b) With respect to such special facilities, the United States authorities shall be responsible for all interior security to include entrance and exit guards. Only authorized personnel as determined by the United States authorities will be admitted to such facilities.

ANNEX C

Application of Panamanian Social Security

(1) The provisions for Employee Social Security, retirement benefits, and health benefits coverage, set forth in paragraphs 1-4 of Article VIII of the Agreement in Implementation of Article III of the Panama Canal Treaty[1] shall be applicable, mutatis mutandis, to employees of the United States Forces and to those employees who may be transferred from the Panama Canal Commission to the United States Forces.

(2) (a) Non-United States citizen employees who are not covered by the Civil Service Retirement System of the United States, or employees paid by United States non-appropriated fund instrumantalities, shall be covered by Panamanian Social Security from the date this Agreement enters into force, with contributions paid by the insured and the employer according to the rates established by the Social Security Laws of the Republic of Panama.

(b) The United States shall request the necessary legislation to pay each such employee a retirement similar to that of the Social Security System of the Republic of Panama.

[1] TIAS 10031; *ante*, p. 141.

ANNEX D

Procedural Guarantees

A member of the Forces or the civilian component, or a dependent, prosecuted by the Panamanian authorities shall be entitled to the following procedural guarantees:

(a) To a prompt and speedy trial.

(b) To be informed, in advance of trial, of the specific charge or charges made against him.

(c) To be confronted with and to be allowed to cross-examine the witnesses against him.

(d) To have evidence and witnesses in his favor presented. The authorities shall submit such evidence and call the witnesses if they are within the Republic of Panama.

(e) To have legal representation of his own choice for his defense during all investigative and judicial phases from the time of submission to questioning and throughout the entire proceedings; or, if he indicates he lacks funds for his defense, to be defended by the appropriate public defender.

(f) To have the services of a competent interpreter if he considers it necessary.

(g) To communicate with a representative of the Government of the United States and to have such a representative present, as an observer, at his trial.

(h) Not to be held guilty on account of any act or omission which did not constitute a criminal offense under the law of the Republic of Panama at the time it was committed.

(i) To be present at his trial which shall be public. However, without prejudice to the procedural guarantees in this

Annex, persons whose presence is not necessary may be excluded, if the court so decides for reasons of public order or morality.

(j) In his proceedings to have the total burden of proof laden upon the Public Prosecutor or the prosecution.

(k) To have the court consider only voluntary confessions and evidence properly obtained in accordance with the requirements of the law.

(l) Not to be compelled to testify against or otherwise incriminate himself.

(m) Not to be required to stand trial if he is not physically or mentally fit to stand trial and participate in his defense.

(n) Not to be tried or punished more than once for the same offense.

(o) To have the right to appeal a conviction or sentence.

(p) To have credited to any sentence for confinement his entire period of pre-trial custody.

(q) Not to be subject to the application of martial law or trial by military courts or special tribunals.

(r) To enjoy other guarantees and rights provided for in the Constitution, Judicial Code and other laws of the Republic of Panama.

ANEXO A

Sitios de Defensa, Areas de Coordinación Militar y Otras Instalaciones

1. Los Sitios de Defensa, las Areas de Coordinación Militar y otras instalaciones cuyo uso pone la República de Panamá a disposición de los Estados Unidos están descritas como sigue, e identificados, pero no definitivamente, en los mapas adjuntos y a los cuales, se hace referencia a continuación de la manera indicada en la leyenda de los mismos.

Cuando áreas o instalaciones estén representadas en más de un mapa de diferentes escalas, la identificación en el mapa a escala mayor será decisiva. Una identificación más precisa y los linderos exactos serán acordados a la mayor brevedad posible por el Comité Conjunto establecido conforme al Artículo III de este Acuerdo después de un reconocimiento conjunto efectuado por representantes de ambas Partes. Cuando la identificación antes mencionada haya sido completada y acordada, será decisiva en cuanto a los linderos de las instalaciones y áreas descritas en este anexo.

2. Los sitios de defensa se describen de manera general como sigue:

(a) Base Howard de la Fuerza Aérea, Fuerte Kobbe, Farfán (incluso la instalación de recepción de Radio de Farfán y el Anexo de Farfán) y la Estación Naval de los Estados Unidos de Rodman y las Barracas de la Infantería de Marina, incluso el Area de Depósito de Municiones de la Brigada 193, el área de Vivienda de Cocolí y el área de tanques de Arraiján (Adjunto 1);

(b) Fuerte Clayton - Instalación del Ejército en Corozal y el sector occidental de la Base Albrook de la Fuerza Aérea (Adjuntos 1, 2, y 3);

(c) Instalación Militar del Fuerte William D. Davis, incluso el atracadero 45 y el área de agua adyacente y el área general de depósito del Atlántico (Adjuntos 1 y 4);

(d) Instalación Militar de Fuerte Sherman (Adjunto 1)

(e) Isla Galeta; Oleoducto Naval Transistmico de los Estados Unidos y Radar de larga distancia de Cerro Semáforo y Enlace de Comunicaciones (Adjunto 1).

3. (a) Las Areas de Coordinación Militar se describen de manera general como sigue:

(i) Areas Ordinarias de Coordinación Militar.

(aa) Altos de Quarry, salvo las viviendas puestas a disposición de Panamá, según lo establecido en el Artículo 5 (b) del Anexo B de este acuerdo (Adjuntos 1 y 5);

(bb) Estación Naval de los Estados Unidos del Canal de Panamá en Fuerte Amador (Adjuntos 1 y 6); y

(cc) Fuerte Gulick (Adjuntos 1 y 7).

(ii) Areas de Coordinación Militar para Entrenamiento (Adjunto 1):

(aa) Campo de Tiro de Emperador;

(bb) Campo de Tiro de Piña;

(cc) Sector Occidental de Fuerte Sherman, y

(dd) Area de Entrenamiento de Fuerte Clayton.

(iii) Areas de Coordinación Militar para Viviendas:

(aa) Altos de Curundú, salvo las viviendas puestas a disposición de la República de Panamá según lo dispuesto en el artículo 5 (b) del Anexo B de este acuerdo (Adjuntos 1 y 8);

(bb) Altos de Herrick (Adjuntos 1 y 9);

(cc) Coco Solo Sur (Adjuntos 1 y 10);

(dd) Fuerte Amador salvo los edificios del 1 al 9, del 45 al 48, el 51, el 57, el 64 y el 93 y las viviendas puestas a disposición de Panamá según lo estipulado en el artículo 5 (b) del Anexo B de este acuerdo (Adjuntos 1 y 11);

(ee) Campo de Francia (Adjuntos 1 y 12), y

(ff) Llano de Curundú (Adjuntos 1 y 8).

(iv) Instalaciones de Naturaleza Especial:

(aa) Campo de Antenas de Curundú (Adjuntos 1 y 3);

(bb) Estación Naval de Comunicaciones en Balboa (Adjuntos1 y 6);

(cc) Estación Naval de Radio de Summit (Adjunto 1);

(dd) Instalaciones de Comunicación (túnel) de Altos de Quarry. (Adjuntos 1 y 5);

(ee) Instalación de Comunicaciones del Cerro Ancón (Adjuntos 1 y 5);

(ff) Instalación de Comunicaciones de la Batería Pratt (coordenadas 119326, Adjunto 1);

(gg) Sitio de Abastecimiento de Municiones de Fuerte Gulick (Adjuntos 1 y 13);

(hh) Instalación Naval de Reparación de Equipo eléctrico de Comunicaciones (Edificio 43-F) (Adjuntos 1 y 14);

(ii) Instalación de Embarques Marítimos del Ejército de los Estados Unidos (Edificio 39-C) (Adjuntos 1 y 14);

(jj) Complejo Hospitalario Gorgas (Edificios 223, 233, 237, 238, 240, 240-A, 241, 241-A, 242, 253, 254, 255, 257, 257-G, 261, terrenos del hospital, edificio 424) (Adjuntos 1 y 9);

(kk) Hospital de Coco Solo (Edificios 8900, 8901, 8902, 8904, 8905, 8906, 8907, 8908, 8910, 8912, 8914, 8916, 8920, 8922, 8926, cancha de tenis, terrenos, edificios y estructuras misceláneas) (Adjunto 1);

(ll) Escuela Secundaria de Balboa (Edificios 74, 701, 702, 704, 705, 706, 707, 713-X, Estadio 723, 723-A, 723-B, 723-C, 723-D, 723-E, 723-F, 723-G, área de estacionamiento y losa de recreo) (Adjuntos 1, 14, 15 y 16);

(mm) Primer Ciclo de la Escuela Secundaria de Curundú (Edificios

0615-A, 0615-B, 0615-C, 0615-D, 0615-E, 0615-F, estructura de torres de enfriamiento de agua, campos de juegos, canchas de tenis, edificios de equipo, de almacenaje, de música, piscina y baños, áreas de estacionamiento) (Adjuntos 1 y 8);

(nn) Primero y Segundo Ciclo de Escuela Secundaria de Cristóbal Edificios 1141, 1143, 1149, 1150, 1151, 1153, 1154, 1156, 1239, 1158, 1186, 1288, 2000, campo de juegos, áreas de estacionamiento (Adjuntos 1 y 10);

(oo) Escuela Primaria de Balboa (Edificios 709, 710, campo de juegos, área de estacionamiento (Adjuntos 1, 15 y 16);

(pp) Escuela Primaria de Diablo (Edificios 5534, 5536, 5634, 5636, 5638, campo de juegos, edificio de acondicionamiento de aire, áreas de estacionamiento) (Adjuntos 1 y 17);

(qq) Escuela Primaria de los Ríos (Edificios 6225, 6226, campos de juegos, área de estacionamiento y edificio de refrigeración de agua) (adjunto 1 y 18);

(rr) Escuela Primaria de Gamboa (Edificios 56, 56-A área de recreo, área de estacionamiento) (Adjuntos 1 y 19);

(ss) Escuela Primaria de Coco Solo (Edificios 98, 98-A, área de estacionamiento, área de recreo, edificio de refrigeración de agua (Adjuntos 1 y 20);

(tt) Escuela Primaria de Margarita (Edificios 8350, 8352, área de recreo, área de estacionamiento, edificio de refrigeración de agua, edificio de almacenaje) (Adjuntos 1 y 21);

(uu) Escuela Primaria de Fuerte Gulick (Edificios 351, 350, 352, área de recreo, área de estacionamiento) (Adjuntos 1 y 7);

(vv) Universidad de la Zona del Canal (Edificios 1030, 1031, 1032, 1033, 1034, 1035, 980, 982, 838 campo de gimnasia, áreas de estacionamiento) (Adjuntos 1, 15 y 22);

(ww) Oficina de la Administración de la Escuela de Ancón (uso Parcial del edificio 0610 de la Comisión del Canal de Panamá (Adjuntos 1 y 9);

(xx) Centro de Salud Comunitaria de Margarita (uso parcial del edificio 7998 de la Comisión del Canal de Panamá) (Adjuntos 1 y 21);

(yy) Clínica de Salud Comunitaria de Gamboa (uso del edificio 63 de la Comisión del Canal de Panamá) (Adjuntos 1 y 19);

(zz) Clínica Dental de Ancón (Edificios 287-X; uso parcial del edificio 287 de la Comisión del Canal de Panamá) (Adjuntos 1 y 9);

(aaa) Centro de Salud Mental Corozal (Edificios 6521, 6523, 6524, 6525, 6526, 6537, y terrenos) (Adjuntos 1, 18, 23);

(bbb) Estación de Cuidado de Animales Corozal-Hospital Veterinario (Edificios 6553, 6554, 6555, y terrenos (Adjuntos 1 y 18);

(ccc) Cementerio de Corozal (Edificios e Instalaciones) (Adjuntos 1, 18, y 23);

(ddd) Centro de Salud Comunitaria de Balboa (uso del Edificio 721 de la Comisión del Canal de Panamá)(Adjuntos 1 y 15), y

(eee) Centro de Salud Comunitaria de Coco Solo (cuarto en el Edificio 1140) (Adjuntos 1 y 20).

(b) Las instalaciones siguientes no contiguas a los sitios de defensa o Areas de Coordinación Militar, que estarán sujetas a las disposiciones del Tratado del Canal de Panamá y de este acuerdo aplicables a las Areas de Coordinación Militar, se describen de manera general como sigue:

(i) Edificios 430, 433 y 435 en el Campo de Antenas de Corozal (Adjuntos 1 y 2);

(ii) Depósito AAFES (Edificios 1008, 1009) (Adjuntos 1 y 3);

(iii) Depósitos Meddac de los Estados Unidos (Edificios 490, 1010) (Adjuntos 1 y 3);

(iv) Sede y depósito de DMA-IAGS, sede y depósitos (1019, 1007, y 1022) (Adjuntos 1 y 3);

(v) Area de bombardeo al Oeste de Balboa de la manera definida por las coordenadas PA 350056, PA 381074, PV 433990 y PV 404970 (Adjunto 1);

(vi) Area de depósito de Salvamento de la Marina de los Estados Unidos, (Edificio 29-B) (Adjuntos 1 y 14);

(vii) Cámaras del NBC del Ejército de los Estados Unidos (Edificios 922, 923, 924, 925, 926, 927) (Adjuntos 1 y 8);

(viii) Instalaciones para el almacenaje y entrenamiento del Grupo de Comunicaciones de la Fuerza Aérea de los Estados Unidos, Edificio 875. (Adjuntos 1 y 8);

(ix) Elemento para la Prueba de motores a propulsión a chorro IAAFA, Edificio 1901 (Adjuntos 1 y 8);

(x) Agrupación de Vehículos de Altos de Quarry (Edificio 159) (Adjuntos 1 y 5);

(xi) Punto de transferencia de municiones, Cerro Pelado (Coordenada 415083) (Adjunto 1),

(xii) Fuerte Amador (Edificios S-103, 104, 105, 105-A, 105-B, 107, 110, 190, 218, 228, 229, 268, 270) (Adjuntos 1 y 11); y

(xiii) Clínica Veterinaria de Mindi (Edificios 27, 52, 53, 54 y terrenos) (Adjunto 1).

(c) Las áreas descritas en el parágrafo (a) anterior, cesarán de ser Areas de Coordinación Militar a los tres años de la fecha de entrada en vigencia de este acuerdo:

(i) Campo de Antena de Curundú;

(ii) Area de vivienda de Curundú Heights, y

(iii) Instalaciones de barracas en el Fuerte Gulick para una compañía de las Fuerzas de la República de Panamá en edificios específicos según lo acordado en el Comité Conjunto.

(d) Las áreas descritas en el parágrafo (a) anterior cesarán de ser Areas de Coordinación Militar a los cinco años de la fecha de entrada en vigencia de este acuerdo:

(i) Fuerte Gulick, salvo las viviendas familiares, las áreas de servicio comunitario, y la instalación de depósito de municiones, y

(ii) Campo de Francia

(e) Las siguientes áreas descritas en el parágrafo (2) anterior, cesarán de ser Areas de Coordinación Militar durante la vigencia de este acuerdo:

(i) Area de entrenamiento en Fuerte Clayton;

(ii) Fuerte Amador;

(iii) Viviendas familiares de Fuerte Gulick, áreas de servicios comunitarios y la instalación de depósito de municiones;

(iv) Areas de vivienda familiar de Coco Solo, y

(v) La porción del área de vivienda de Llanos de Curundú que comprende el área de casas-remolques de los contratistas.

4. Las instalaciones fuera de los sitios de defensa que pueden ser utilizadas según las disposiciones del artículo XI, se describen de manera general como sigue:

(a) Las instalaciones misceláneas siguientes: Edificio 100 del PX. Coco Solo; empaque y embalaje Edificio 406, Albrook; depósito del PX (304), depósito de embalaje de muebles 1081; Instalaciones para los contratistas, acondicionamiento de aire (1002); y depósito de muebles (1067) (Adjuntos 1, 3, 8 y 20);

(b) Las siguientes Instalaciones de recreo: El Campamento Chagres de Boy Scouts en la Represa de Madden y el Teatro Surfside en la Isla Naos (Adjunto 1), y

(c) Instalaciones del PX, Curundú (1025, 1026, 1027), Laboratorio de Fotografía (821) (Adjuntos 1, 3, y 8)

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ANEXO B

CONDICIONES PARA LA ADMINISTRACION
DE LAS AREAS DE COORDINACION MILITAR

1. Propósito: Establecer y delinear las responsabilidades respectivas de las Fuerzas de la República de Panamá y las Fuerzas de los Estados Unidos sobre ciertas áreas que la República de Panamá pone a disposición para el uso coordinado de las Fuerzas de la República de Panamá y las Fuerzas de los Estados Unidos.

2. Definiciones:

(a) Las Areas de Coordinación Militar, que a veces se denominarán aquí las "Areas", son las áreas y las instalaciones dentro ellas, fuera de los Sitios de Defensa, cuyo uso por los Estados Unidos autoriza la República de Panamá mediante este acuerdo para los fines de comunicaciones y entrenamiento militar y vivienda y apoyo de los Miembros de las Fuerzas o del componente civil y sus dependientes y para otros fines, según convengan ambos Gobiernos. La lista de estas áreas aparece en el Anexo A de este acuerdo.

(b) La seguridad incluye las medidas que fueren tomadas para proveer protección física y limitar el acceso a un Area de Coordinación Militar o la salida de la misma.

(c) Las medidas de seguridad exterior son aplicables solamente fuera de los linderos de las Areas de Coordinación Militar.

(d) Las medidas de seguridad interior son aplicables solamente dentro de los linderos de las Areas de Coordinación Militar.

3. Condiciones Generales:

(a) La República de Panamá autoriza a los Estados Unidos para usar y mantener las Areas de Coordinación Militar para los fines del Tratado del Canal de Panamá. Los letreros exteriores de las Areas de

Coordinación Militar indicarán que dichas Areas funcionan conforme a una autorización por parte de la República de Panamá. Sólo la bandera de la República de Panamá será izada en las Areas de Coordinación Militar, incluso sus entradas, excepto que, según se estipula en el artículo VII del Tratado del Canal de Panamá, las banderas de la República de Panamá y de los Estados Unidos de América podrán ser izadas en la sede de la Junta Combinada que estará ubicada en Altos de Quarry.

(b) Todos los derechos, privilegios e inmunidades que los Estados Unidos poseyeren respecto de los Sitios de Defensa conforme a este acuerdo se aplicarán igualmente a las Areas de Coordinación Militar, salvo según se limite o excluya en este anexo.

(c) La seguridad de las Areas de Coordinación Militar será responsabilidad combinada de las Fuerzas de la República de Panamá y de las Fuerzas de los Estados Unidos. Las Fuerzas de la República de Panamá tendrán la responsabilidad de mantener la seguridad exterior de estas Areas, excepto donde el lindero de las mismas coincidiere con el lindero de un Sitio de Defensa. Las Fuerzas de los Estados Unidos podrán ayudar a las Fuerzas de la República de Panamá en puestos y patrullajes combinados, según se convenga mutuamente. El Comandante de Estados Unidos de mayor rango tendrá la responsabilidad de la seguridad interior, incluso el control del acceso a estas Areas. Dentro de las Areas de Coordinación Militar, excepto en las instalaciones especiales a que se refiere el parágrafo 6 de este anexo, se emplearán patrullas conjuntas de Policía Militar de la República de Panamá y de los Estados Unidos. Las Fuerzas de los Estados Unidos serán responsables del comando, supervisión y protección de su personal, instalaciones y equipos dentro de las Areas. Las Fuerzas de la República de Panamá serán responsables del comando, supervisión y protección de su

personal y equipos y de las instalaciones que utilicen dentro de las Areas. Los Miembros de las Fuerzas de los Estados Unidos, el componente civil y sus dependientes tendrán acceso libre y sin restricción a las Areas.

(d) No se hará ningún cambio en la naturaleza y funciones básicas de las Areas de Coordinación Militar, excepto por consentimiento mutuo de las Fuerzas de la República de Panamá y las Fuerzas de los Estados Unidos por intermedio del Comité Conjunto o según el artículo IV de este acuerdo.

(e) La Junta Combinada que se establece mediante el artículo IV del Tratado del Canal de Panamá será el organismo en el cual se consultarán las Fuerzas de la República de Panamá y las Fuerzas de los Estados Unidos sobre entrenamiento conjunto en las Areas de Coordinación Militar, incluso la construcción de nuevas instalaciones de entrenamiento.

(f) El Comité Conjunto establecido en el Artículo III de este acuerdo será el organismo en el cual se consultarán las Fuerzas de la República de Panamá y las Fuerzas de los Estados Unidos para el propósito de la administración de las Areas de Coordinación Militar.

(g) Todos los letreros, afiches y avisos de interés general, dentro de las Areas de Coordinación Militar y en sus entradas estarán escritos en español e inglés.

(h) Dentro de cada Area de Coordinación Militar se podrá establecer una Oficina de Enlace de las Fuerzas de la República de Panamá, según se acuerde mutuamente.

(i) La República de Panamá autoriza a las Fuerzas de los Estados Unidospara aplicar sus propios reglamentos para la prevención de incendios, seguridad y normas de sanidad en las Areas de Coordinación Militar.

4. Areas de Coordinación Militar para Entrenamiento:

(a) Las Areas de Coordinación Militar para Entrenamiento identificadas en el Anexo A de este acuerdo, estarán disponibles tanto para las Fuerzas de la República de Panamá como para las Fuerzas de los Estados Unidos para realizar entrenamiento.

(b) Las Fuerzas de los Estados Unidos tendrán la responsabilidad de programar el uso de la Areas de Entrenamiento durante la vigencia de este acuerdo.

(c) Los Estados Unidos convienen en el uso creciente de las Areas de Entrenamiento por las Fuerzas de la República de Panamá durante la vigencia de este acuerdo, según los arreglos que se convengan en la Junta Combinada.

(d) Las Fuerzas de los Estados Unidos tendrán la responsabilidad del control y manejo internos de las Areas de Entrenamiento, salvo según se disponga de otra forma en este anexo.

(e) El Oficial Comandante de las Fuerzas que usan las Areas de Entrenamiento, en cualquier ocasión, será responsable de la seguridad de todos los campos de tiro y las posiciones de fuego durante dicho uso, de conformidad con los reglamentos establecidos y sujeto a la autoridad del Comandante responsable de las Fuerzas de los Estados Unidos sólo con respecto a asuntos relacionados con la seguridad de los campos de tiro.

5. Areas de Coordinación Militar para Viviendas:

(a) Las Areas de Coordinación Militar para Viviendas están identificadas por separado en el Anexo A de este acuerdo.

(b) Estas áreas estarán disponibles para ser ocupadas por los Miembros de las Fuerzas o del componente civil y sus dependientes. Se pondrán a disposición de la República de Panamá unidades escogidas

de viviendas, según se convenga mutuamente.

(c) Los Estados Unidos no construirán nuevas unidades de vivienda en las Areas de Coordinación Militar.

6. Instalaciones Especiales:

(a) Las instalaciones especiales ubicadas en las Areas de Coordinación Militar están identificadas por separado en el Anexo A de este acuerdo.

(b) Respecto de dichas instalaciones especiales, las autoridades de los Estados Unidos serán responsables de la seguridad interior, la cual incluirá centinelas a las entradas y salidas. Sólo el personal autorizado que determine las autoridades de los Estados Unidos tendrá entrada a dichas instalaciones.

ANEXO C

Aplicación del Seguro Social Panameño

1. Las disposiciones sobre seguro social, prestaciones de jubilación y coberturas de prestaciones de salud para los empleados, señaladas en los parágrafos 1 al 4 del artículo VIII del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá, serán aplicables, con los ajustes correspondientes, a los empleados de las Fuerzas de los Estados Unidos y a los empleados que puedan ser transferidos de la Comisión del Canal de Panamá a las Fuerzas de los Estados Unidos.

2. (a) Los empleados que no fueren ciudadanos de los Estados Unidos y que no estuvieren cubiertos por el Sistema de Jubilación del Servicio Civil de los Estados Unidos o los empleados pagados por agencias de los Estados Unidos cuyos fondos están fuera del presupuesto, serán cubiertos por el Seguro Social de la República de Panamá a partir de la fecha en que este acuerdo entre en vigor, pagando el asegurado y el empleador las cuotas correspondientes a las tasas establecidas por las leyes sobre Seguro Social de la República de Panamá.

(b) Los Estados Unidos solicitarán la legislación necesaria para pagar a cada empleado una jubilación similar a la del Sistema de Seguro Social de la República de Panamá.

ANEXO D

Garantías Procesales

Un miembro de las Fuerzas o de su componente civil, o un dependiente, enjuiciado por la autoridad panameña, tendrá derecho a las siguientes garantías procesales:

(a) A un juicio rápido y acelerado,

(b) A que se le informe, antes del juicio, sobre el cargo o cargos específicos presentado contra él.

(c) A que se le confronte y se le permita el careo con los testigos presentados en su contra.

(d) A solicitar que se practiquen pruebas y se presenten testigos que obren a su favor. Las autoridades practicarán dichas pruebas y presentarán a los testigos si éstos se encuentran dentro de la República de Panamá.

(e) A tener un representante legal de su elección para su defensa durante todas las etapas de la investigación y judiciales desde el momento en que haya rendido indagatoria y durante todo el procedimiento; o, en caso de manifestar que carece de recursos económicos para su defensa, ser defendido por el defensor de oficio correspondiente.

(f) A emplear los servicios de un intérprete competente, si lo considera necesario.

(g) A comunicarse con un representante del Gobierno de los Estados Unidos y que dicho representante tenga el derecho a estar presente, como observador, en el juicio.

(h) A no ser inculpado debido a cualquier acto u omisión que no constituía un delito bajo la ley de la República de Panamá en el momento que se cometió.

(i) A estar presente en su juicio el cual será público. Sin embargo, sin perjuicio de las garantías procesales señaladas en este Anexo, se podrá excluir a personas cuya presencia no es necesaria, si así lo decide la Corte por razones de moral o de orden público.

(j) Que en su proceso toda la carga de la prueba recaiga sobre el Ministerio Público o la acusación.

(k) Que los tribunales sólo consideren confesiones voluntarias y pruebas obtenidas apropiadamente conforme a los requisitos de la ley.

(l) A no ser obligado a declarar contra sí mismo, o incriminarse él mismo en alguna otra forma.

(m) A que no se le exija que comparezca en juicio si no es física o mentalmente apto para comparecer y participar en su defensa.

(n) A no ser juzgado o castigado más de una vez por el mismo delito.

(o) A tener el derecho de apelar por condena o sentencia.

(p) A que se le acredite en el cumplimiento de la pena, todo el período de reclusión servido antes del juicio.

(q) A no estar sujeto a la aplicación de la ley marcial o audiencia por cortes militares o tribunales especiales.

(r) A disfrutar de todas las garantías y derechos dispuestos en la Constitución, el Código Judicial y otras leyes de la República de Panamá.

AGREED MINUTE TO THE
AGREEMENT IN IMPLEMENTATION OF ARTICLE IV
OF THE PANAMA CANAL TREATY

1. With reference to paragraph 5(c) of Article VI of the Agreement in Implementation of Article IV of the Panama Canal Treaty (hereinafter referred to as "the Agreement"), the five offenses under Panamanian law referred to therein are understood to be:

(a) "Murder" means the intentional killing of one person by another.

(b) "Rape" means the commission of an act of sexual intercourse by violence or threat and without consent with a person not his spouse, or with a person who is not capable of resisting by reason of mental or physical illness, or with a minor less than twelve years old.

(c) "Robbery with violence" means the act of appropriating an object of value belonging to someone else with the purpose of depriving its owner of his possession and deriving benefit from it, using violence against such person or a third person present at the scene of the act.

(d) "Trafficking in drugs" means the unlawful sale, exchange or transfer for gain of marihuana, hashish, heroin, cocaine, amphetamines, barbiturates, or L.S.D.

(e) "Crimes against the security of the Panamanian State" means espionage, sabotage, or terrorism directed against the constituted powers or authorities of Panama, with the purpose of overthrowing them.

2. With reference to paragraphs (2) and (3) of Annex A, it is understood that the United States agrees to the construction by the

Republic of Panama of an Atlantic Coast Highway, and a new highway on the Pacific side of the Isthmus, at locations and with right of way widths to be mutually agreed. It is further understood that the bridge over the Canal, in each case, will be of a design sufficiently high so that it will not interfere with the operation of the Canal or with any improvement that may be made to the Canal.

3. With reference to paragraph (2)(a) of Annex A, it is understood that the United States agrees to the construction by the Republic of Panama of a road from Panama City to Vera Cruz at a location to be agreed upon by the Parties, the use of which will be subject to certain agreed conditions and restrictions, which will include the following:

--The right of way through the defense site shall be used only for the construction, use and maintenance of the road,

--The United States Forces shall have access to the right of way and the right to cross it at any point.

It is understood that upon completion of such road, the access road through Howard Air Force Base to Vera Cruz may be closed by the United States to through traffic. It is further understood that the Republic of Panama will preclude any activity in the coastal areas in the vicinity of Kobbe and Venado Beaches which, in the determination of the United States Forces, might interfere technically with the activities of the United States Navy Receiver Site at Farfan, the United States Air Force communications activity in the vicinity of the Howard/Kobbe Defense Sites, and aircraft operations at Howard Air Force Base.

An illustrative listing of activities which would interfere with aircraft operations at Howard Air Force Base are as follows:

--Any construction within 1 kilometer on either side of the runway as extended to the sea.

--Construction of structures or objects more than 8 meters high in an area from 1 to 3 kilometers east of the runway as extended to the sea.

--Construction of structures or objects more than 8 meters high in an area from 1 to 2 kilometers west of the runway as extended to the sea.

It is further understood that the general public shall have free access to those portions of Venado and Kobbe Beaches lying within defense sites, in accordance with procedures to be developed by the Joint Committee.

4. With reference to paragraph (2)(b) of Annex A, it is understood that the airstrip at Albrook Air Force Station which is transferred to the Republic of Panama as provided in Article XIII of the Panama Canal Treaty, will not be used for any aviation flight purposes other than helicopter operations. It is further understood that the United States Forces may conduct helicopter operations on the west taxiways, adjacent grassy areas and runway at Albrook Air Force Station until such time as the Republic of Panama determines that development of this area adversely affects flight safety.

5. With reference to paragraph (2)(c), (2)(d), (3)(a)(ii)(bb) and (3)(a)(ii)(cc) of Annex A, it is understood that the general public shall have free access to and use of the R-6, 836, R-2, S-10, S-2, and S-8 Roads.

6. With reference to paragraph (2)(e) of Annex A:

(a) it is understood that the Republic of Panama will restrict any activity within a 6,000 foot radius of the Galeta operating antenna (coordinates 238393) which, in the determination of the United

States Forces, might interfere technically with the communications at Galeta. It is further understood that there will be no construction within a 10,500 foot radius of the Galeta operating antenna for purposes of heavy industry or of installations with high voltage electrical emission, unless the two Parties otherwise agree;

(b) it is understood that the Republic of Panama shall keep the R-12 Road open from Coco Solo to Galeta Island; and

(c) it is understood that the United States will consider authorizing use by the Republic of Panama of the Navy pipelines, under terms and conditions to be mutually agreed.

7. With reference to paragraph (3)(a)(i)(aa) of Annex A, it is understood that the United States shall have use of and access rights to a helicopter landing site at grid coordinates 596898, in accordance with procedures to be developed by the Joint Committee.

8. With reference to paragraph (3)(a)(i)(bb) and (3)(a)(iii)(dd) of Annex A, it is understood that the United States Forces and the Forces of the Republic of Panama will permit the general public to have free access to the Amador Road. It is further understood that the Joint Committee shall agree upon the location and operating procedures for a joint control point. Until such a new control point is established, the present entrance control point shall remain in operation and members of the Forces of the Republic of Panama shall participate with the United States Forces in its manning. It is also understood that joint patrols of the United States Forces and of the Forces of the Republic of Panama shall patrol the Amador Road. Such joint patrols shall be conducted in accordance with the procedures established for joint patrols in Article XI of the Panama Canal Treaty.

It is further understood that the members of the Forces of the Republic of Panama and of the United States Forces, the civilian component, and dependents shall have free access to and use of the beach at Naos Island.

9. With reference to paragraph (3)(a)(ii)(bb) and (cc) of Annex A, it is understood that the Republic of Panama shall maintain the S-10 Road open from Escobal north along the West Bank of the Canal from coordinates 140115 to 160228 in order to permit access to and from Piña Range and Fort Sherman West Training Area.

10. With reference to paragraph 3(a)(iii)(ff) of Annex A, it is understood that joint military patrols of the United States Forces and the Forces of the Republic of Panama shall patrol the C-12 Road from coordinates 591939 to 601927. Such joint patrols shall be conducted in accordance with the procedures established for joint patrols in Article XI of the Panama Canal Treaty.

11. With reference to paragraph (3)(a)(iv)(ee) of Annex A, it is understood that the Republic of Panama will preclude any activity on Ancon Hill which, in the determination of the United States Forces, might interfere technically with the communications activity of the United States Forces or of the Federal Aviation Administration on Ancon Hill.

12. With reference to paragraphs (3)(b)(ii), (iii) and (iv) and (3)(b)(vi) of Annex A, it is understood that the following facilities shall cease to be areas of coordination as stated:

--United States Navy Salvage Storage Area, Building 29B - Five years from the entry into force of the Agreement.

--Buildings 1008 and 1009 - Three years from the entry into force of the Agreement.

--Buildings 490 and 1010 - Two years from the entry into force of the Agreement.

--Buildings 1019, 1007 and 1022 - One year from the entry into force of the Agreement.

13. With reference to paragraph (3)(b)(v) of Annex A, it is understood that the Balboa West Bombing Range will cease to be subject to the provisions of Annex B to this Agreement at such time as the Republic of Panama provides an alternative facility, acceptable to the United States, for the use of the United States Forces as a bombing range.

14. With reference to paragraph (5)(b) of Annex B, it is understood that the selected housing units to be made available by the United States to the Republic of Panama shall include:

(1) Upon entry into force of the Agreement:

(a) Two family housing units at Quarry Heights for officers of the Forces of the Republic of Panama serving on the Combined Board;

(b) Eight family housing units in Fort Amador for members of the Forces of the Republic of Panama assigned to Fort Amador. It is further understood that the members of the Forces of the Republic of Panama residing at Fort Amador may use the community facilities at Fort Amador under the same conditions as are applicable to the United States Forces.

(c) Twenty family housing units at Curundu Heights.

(2) Within three years after the entry into force of the Agreement, all family housing units at Curundu Heights. It is understood that the laundry and the Bachelor Officers' housing units at Curundu Heights are not family housing units and will remain under the control of United States Forces for the duration of the Agreement.

ACTA CONVENIDA SOBRE
EL ACUERDO PARA LA EJECUCION DEL ARTICULO IV
DEL TRATADO DEL CANAL DE PANAMA

1. Con relación al parágrafo 5 (c) del artículo VI del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, en lo sucesivo referido como el Acuerdo, los cinco delitos según las leyes panameñas de que trata el parágrafo 5(c) de este artículo tienen el siguiente significado:

(a) Homicidio, que es la muerte intencionalmente causada a una persona por otra.

(b) Violación, que es la realización del acto sexual con violencia o amenaza con una persona distinta al cónyuge y sin su consentimiento o con una persona que no fuere capaz de resistir debido a enfermedad mental o física o cuando la víctima fuere menor de doce años.

(c) Robo, o sea el acto de apoderarse de una cosa ajena de valor con el fin de privar de su posesión a su dueño y aprovecharse de ella, utilizando violencia contra dicha persona o contra un tercero presente en el lugar del acto.

(d) Tráfico de drogas, o sea, la venta, el intercambio, la transferencia ilegal con fines de lucro, de marihuana, hashish, heroína, cocaína, anfetaminas, barbitúricos o LSD.

(e) Delitos contra la seguridad del Estado panameño, como el espionaje, el sabotaje o el terrorismo dirigido contra las autoridades o poderes constituidos de Panamá, tendientes a derrocarlos.

2. En lo referente a los parágrafos 2 y 3 del Anexo A, queda entendido que los Estados Unidos convienen en la construcción por la República de Panamá de una carretera por la Costa Atlántica, y de una nueva carretera en el lado Pacífico del Istmo, en las loca-

lizaciones y con las servidumbres del ancho que se convenga mutuamente. Queda entendido, además, que el puente sobre el Canal, en cada caso, será de un diseño suficientemente alto para no interferir ni con el funcionamiento del Canal ni con ninguna mejora que se haga al Canal.

3. En lo referente al parágrafo 2 (a) del Anexo A, queda entendido que los Estados Unidos convienen en la construcción por la República de Panamá, de una carretera de la Ciudad de Panamá a Veracruz en una localización que será convenida por las Partes, el uso de la cual estará sujeto a ciertas condiciones y restricciones acordadas, que incluirán las siguientes:

> La servidumbre por el sitio de defensa se usará solamente para la construcción, uso y mantenimiento de la carretera. Las Fuerzas de los Estados Unidos tendrán acceso a la servidumbre y el derecho de cruzarla en cualquier punto.

Queda entendido que al construirse dicha carretera, la carretera de acceso a Veracruz a través de la Base Howard de la Fuerza Aérea podrá ser cerrada por los Estados Unidos al tráfico de tránsito; queda entendido además que la República de Panamá impedirá cualquier actividad en las áreas costeras en la vecindad de las playas de Kobbe y Venado que, por determinación de las Fuerzas de los Estados Unidos, pudiera interferir técnicamente con las actividades del Sitio de Recepción de la Marina de Estados Unidos en Farfán, la instalación de comunicaciones de la Fuerza Aérea de los Estados Unidos en los alrededores de los Sitios de Defensa Howard/Kobbe, y las operaciones de las aeronaves en la Base Howard de la Fuerza Aérea.

Una lista ilustrativa de las actividades que interferirían con las operaciones de las aeronaves en Howard se da a continuación:

> Cualquier construcción dentro de un kilómetro a cada lado de la pista y su prolongación hasta el mar.

La construcción de estructuras u objetos de más de ocho metros de altura en un área de uno a tres kilómetros al este de la pista y su prolongación hasta el mar.

La construcción de estructuras u objetos de más de ocho metros de altura en un área de uno a dos kilómetros al oeste de la pista y su prolongación hasta el mar.

Queda entendido además que el público en general tendrá acceso libre a las porciones de las Playas de Venado y Kobbe localizadas dentro de los sitios de defensa, conforme a los procedimientos que ha de desarrollar el Comité Conjunto.

4. En lo referente al parágrafo 2 (b) del Anexo A, queda entendido que la pista de aterrizaje en la Estación Albrook de la Fuerza Aérea que se transfiere a la República de Panamá conforme al artículo XIII del Tratado del Canal de Panamá no será utilizada para fines de vuelo de aviación que no sean vuelos de helicópteros. Queda entendido, además, que las Fuerzas de los Estados Unidos podrán llevar a cabo vuelos con helicópteros en las pistas de carreteo occidentales, las áreas adyacentes de grama y la pista de despegue y aterrizaje de Albrook hasta cuando, por determinación de la República de Panamá, el desarrollo de esta área afecte adversamente la seguridad de vuelo.

5. En relación con el parágrafo 2(c), 2(d), 3(a) (ii) (bb) y 3(a) (ii) (cc) del Anexo A, queda entendido que el público en general tendrá libre acceso a las Carreteras R-6, 836, R-2, S-10, S-2 y S-8 y libre uso de las mismas.

6. En lo referente al parágrafo 2(e) del Anexo A:

(a) Queda entendido que la República de Panamá restringirá cualquier actividad dentro de un radio de 6000 pies de la antena operacional de Galeta (coordenadas 238393) que, por determinación de las Fuerzas de los Estados Unidos, pudiera interferir técnicamente con

las comunicaciones en Galeta. Queda entendido, además, que no habrá construcciones dentro de un radio de 10,500 pies de la antena operacional de Galeta para fines de industria pesada o de instalaciones con emisión eléctrica de alto voltaje, salvo que las dos Partes convengan de otro modo;

(b) Queda entendido que la República de Panamá mantendrá abierta la Carretera R-12 desde Coco Solo hasta Isla Galeta, y

(c) Queda entendido que los Estados Unidos considerarán la autorización para el uso por la República de Panamá del oleoducto de la Marina conforme a los términos y condiciones que se convendrán mutuamente.

7. En lo referente al parágrafo 3(a) (i) (aa) del Anexo A, queda entendido que los Estados Unidos tendrán derecho de uso y acceso a un sitio de aterrizaje de helicópteros en las coordenadas 596898 del cuadriculado, de acuerdo con los procedimientos que ha de desarrollar el Comité Conjunto.

8. En lo referente al parágrafo 3(a) (i) (bb) y 3(a) (iii) (dd) del Anexo A, queda entendido que las Fuerzas de la República de Panamá y las Fuerzas de los Estados Unidos permitirán el libre acceso del público en general por la Carretera Amador. Queda entendido, además, que el Comité Conjunto acordará la ubicación y procedimientos operacionales de un punto de control conjunto. Hasta tanto se haya establecido el nuevo punto de control, el actual punto de control de entrada quedará en funcionamiento y los miembros de las Fuerzas de la República de Panamá participarán, con las Fuerzas de los Estados Unidos, en su guarnición. Queda también entendido que las patrullas militares conjuntas de las Fuerzas de la República de Panamá y de las Fuerzas de los Estados Unidos patrullarán la Carretera Amador. Dichas patrullas conjuntas se llevarán a cabo de acuerdo con los procedimien-

tos establecidos para patrullas conjuntas en el artículo XI del Tratado del Canal de Panamá.

Queda entendido, además, que los miembros de las Fuerzas de la República de Panamá y de las Fuerzas de los Estados Unidos, del componente civil y sus dependientes tendrán libre acceso a la playa de Isla Naos y el uso libre de la misma.

9. En lo referente al parágrafo 3(a) (ii) (bb) y (cc) del Anexo A, queda entendido que la República de Panamá mantendrá abierta la Carretera S-10 desde Escobal hacia el norte a lo largo de la Orilla Oeste del Canal desde las coordenadas 140115 hasta 160228 a fin de permitir el acceso al Campo de Tiro de Piña y al Area de Entrenamiento de Fuerte Sherman Oeste y el egreso de ellos.

10. En lo referente al parágrafo 3(a) (iii) (ff) del Anexo A, queda entendido que las patrullas militares conjuntas de las Fuerzas de la República de Panamá y de las Fuerzas de los Estados Unidos patrullarán la Carretera C-12 desde las coordenadas 591939 hasta 601927. Dichas patrullas conjuntas se llevarán a cabo de acuerdo con los procedimientos establecidos para patrullas conjuntas en el artículo XI del Tratado del Canal de Panamá.

11. En lo referente al parágrafo 3(a) (iv) (ee) del Anexo A, queda entendido que la República de Panamá impedirá cualquier actividad en el Cerro Ancón que, por determinación de las Fuerzas de los Estados Unidos, pudiera interferir técnicamente con la actividad de comunicaciones de las Fuerzas de los Estados Unidos o de la Agencia Federal de Aviación en el Cerro Ancón.

12. En lo referente a las instalaciones listadas en los parágrafos 3(b) (ii), (iii) y (iv) y 3(b) (vi) del Anexo A, queda entendido que las siguientes instalaciones dejarán de ser áreas de coordinación según queda expresado:

Area de Almacenamiento del Servicio de Salvamento de la Marina de los Estados Unidos, Edificio 29-B: Cinco años después de la entrada en vigencia del Acuerdo.

Edificios 1008 y 1009: Tres años después de la entrada en vigencia del Acuerdo.

Edificios 490 y 1010: Dos años después de la entrada en vigencia del Acuerdo.

Edificios 1019, 1007 y 1022: Un año después de la entrada en vigencia del Acuerdo.

13. En referencia al parágrafo 3 (b) (v) del Anexo A, queda entendido que el Campo de Bombardeo de Balboa Oeste dejará de estar sujeto a las estipulaciones del Anexo B de este Acuerdo cuando la República de Panamá provea una instalación alterna, aceptable a los Estados Unidos, para el uso de las Fuerzas de los Estados Unidos como campo de bombardeo.

14. En lo referente al parágrafo 5 (b) del Anexo B, queda entendido que las unidades de vivienda que los Estados Unidos han de poner a la disposición de la República de Panamá incluirán:

1. En la fecha de entrada en vigencia de este Acuerdo,

(a) Dos unidades de vivienda familiar en Altos de Quarry para oficiales de las Fuerzas de la República de Panamá que prestan servicios en la Junta Combinada;

(b) Ocho unidades de vivienda familiar en Fuerte Amador para miembros de las Fuerzas de la República de Panamá asignadas a Fuerte Amador. Queda entendido, además, que los miembros de las Fuerzas de la República de Panamá que residan en Fuerte Amador podrán usar las instalaciones comunitarias en Fuerte Amador

bajo las mismas condiciones que se aplican a las Fuerzas de los Estados Unidos;

(c) Veinte unidades de vivienda familiar en Altos de Curundú.

2. Dentro de un término de tres años después de la entrada en vigencia del Acuerdo, todas las unidades de vivienda familiar en Altos de Curundú. Queda entendido que la lavandería y las unidades de vivienda para oficiales solteros en Altos de Curundú no son unidades de vivienda familiar y que quedarán disponibles para el uso de las Fuerzas de los Estados Unidos durante la vigencia del Acuerdo.

PANAMA

Commissary and Post Exchange

Agreement effected by exchange of notes
Signed at Washington September 7, 1977;
Entered into force April 1, 1979;
Effective October 1, 1979.

The American Ambassador at Large to the Panamanian Chief Negotiator

DEPARTMENT OF STATE
WASHINGTON

September 7, 1977

Excellency:

I have the honor to confirm that with respect to Article XIII of the Agreement in Implementation of Article III of the Panama Canal Treaty,[1] it is understood that immediately following the exchange of instruments of ratification, the United States Forces will conduct a thorough study of the feasibility of accommodating the persons authorized to use commissary and post exchange facilities at installations within the defense sites and other areas which the Republic of Panama permits the United States to use in accordance with the Agreement in Implementation of Article IV of the Panama Canal Treaty.[2]

Following the entry into force of that Treaty, the United States will take all practicable steps to accommodate such persons at facilities within defense sites and such other areas. If the United States Forces find that such persons cannot practicably be so accommodated, the United States Forces may, for the purpose of providing commissary and post exchange services, use the installations listed in paragraphs 1(e)(iii)(A) and 1(e)(iii)(B) of Annex A to the Agreement in Implementation of Article III of the Panama Canal Treaty for a period of six months following the entry into force of the Treaty.

His Excellency

Romulo Escobar Bethancourt,

Chief Negotiator.

[1] TIAS 10031; *ante*, p. 141.
[2] TIAS 10032; *ante*, p. 307.

The Republic of Panama agrees that upon the written request of the United States, through the Joint Committee, that six month period of use will be extended until such time as the United States Forces determine it to be practicable to accommodate such persons within the defense sites and such other areas. In no event, however, will the total period of such use exceed 30 calendar months following the entry into force of the Treaty, unless the two Parties otherwise mutually agree.

If the foregoing proposal is acceptable to you, I have the honor to suggest that this note and your reply thereto indicating acceptance shall constitute an agreement between our two Governments concerning this matter, which will enter into force on the date of the exchange of ratifications of the Panama Canal Treaty, and shall become effective on the date of the entry into force of the Panama Canal Treaty.[1]

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State

Ellsworth Bunker

Ellsworth Bunker
Ambassador at Large

[1] Oct. 1, 1979,

The Panamanian Chief Negotiator to the American Ambassador at Large

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

7 de septiembre de 1977

Excelencia:

Tengo el honor de avisar recibo de la nota de Su Excelencia, fechada hoy, que dice lo siguiente:

"Excelencia:

Tengo el honor de confirmar que, con relación al artículo XIII del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá, queda entendido que inmediatamente después del canje de los instrumentos de ratificación, las Fuerzas de los Estados Unidos llevarán a cabo un estudio completo de la posibilidad de acomodar a las personas autorizadas para usar los servicios de los comisariatos y almacenes militares en las instalaciones dentro los sitios de defensa y otras áreas que la República de Panamá permita a los Estados Unidos usar de conformidad con el Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

Después de la entrada en vigor de dicho tratado, los Estados Unidos darán todos los pasos que fueren factibles para acomodar a dichas personas en las instalaciones dentro los sitios de defensa y las otras áreas. Si las Fuerzas de los Estados Unidos juzgaren que dichas personas no pueden ser acomodadas en la forma antes indicada, las Fuerzas de los Estados Unidos,

Su Excelencia
Ellsworth Bunker,
Embajador sin Cartera
de los Estados Unidos de América.

con el fin de suministrar los servicios de comisariatos y almacenes militares, podrán usar las instalaciones listadas en los párrafos 1(e)(iii)(A) y 1(e)(iii)(B) del Anexo A del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá durante el período de seis meses siguiente a la entrada en vigor del Tratado.

La República de Panamá conviene en que, a solicitud escrita de los Estados Unidos a través del Comité Conjunto, dicho período de uso por seis meses será prorrogado hasta cuando las Fuerzas de los Estados Unidos juzgaren que fuere factible acomodar a dichas personas dentro los sitios de defensa y las otras áreas. En ningún caso, sin embargo, el período total de dicho uso excederá los treinta meses calendarios siguientes a la entrada en vigor del tratado, a menos que las Partes convengan mutuamente otra cosa.

Si la propuesta anterior fuere aceptable a usted, tengo el honor de sugerir que esta nota y su contestación de aceptación constituirán un acuerdo entre nuestros dos Gobiernos sobre la materia, el cual entrará en vigor en la fecha del canje de las ratificaciones del Tratado del Canal de Panamá, tendrá eficacia a partir de la fecha de la entrada en vigor del Tratado del Canal de Panamá.

Acepte, Excelencia, las seguridades de mi más alta consideración".

Tengo asimismo el honor de confirmar en nombre de mi Gobierno, los arreglos que anteceden y de convenir en que

la nota de Su Excelencia y esta nota constituirán un acuerdo entre nuestros dos Gobiernos concernientes a este asunto, que entrará en vigor en la fecha del canje de los instrumentos de ratificación del Tratado del Canal de Panamá y que surtirá efecto en la fecha de entrada en vigor del Tratado del Canal de Panamá.

Ruego a Vuestra Excelencia acepte las seguridades reiteradas de mi más distinguida consideración.

Rómulo Escobar Bethancourt
Jefe de la Misión Negociadora
de Panamá

TRANSLATION

EMBASSY OF PANAMA
Washington, D.C. 20008

September 7, 1977

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see pp. 434-435.]

I also have the honor to confirm on behalf of my Government the foregoing arrangements and to concur that Your Excellency's note and this note shall constitute an agreement between our two Governments concerning this matter, which will enter into force on the date of the exchange of the instruments of ratification of the Panama Canal Treaty, and shall take effect on the date of the entry into force of the Panama Canal Treaty

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Rómulo Escobar.

Rómulo Escobar Bethancourt
Chief Negotiator

His Excellency
Ellsworth Bunker,
Ambassador at Large
of the United States of America.

PANAMA

Postal Services

Agreement effected by exchange of notes
Signed at Washington September 7, 1977;
Entered into force October 1, 1979.

The American Ambassador at Large to the Panamanian Chief Negotiator

DEPARTMENT OF STATE
WASHINGTON

September 7, 1977

Excellency:

I have the honor to confirm our understanding, reached during the negotiation of the Panama Canal Treaty,[1] that the postal services of the United States Forces and of the Republic of Panama shall establish appropriate arrangements through the Joint Committee whereby mail being handled by both postal systems may be delivered by the Postal Service of the Republic of Panama through existing postal facilities in the Canal operating areas and housing areas.

Further, it is understood, with respect to Article X of the Agreement in Implementation of Article IV of the Panama Canal Treaty,[2] that the Republic of Panama will furnish space in the Balboa Post Office (Building 724) and within the area in the Cristobal Administration Building (Building 1105) made available to the Postal Service System of the Republic of Panama, which the United States Forces may use for bulk mail sorting and as postal distribution points, under procedures to be developed by the Joint Committee.

His Excellency

Romulo Escobar Bethancourt,

Chief Negotiator.

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[1] TIAS 10030; *ante*, p. 39.
[2] TIAS 10032; *ante*, p. 307.

If the foregoing is acceptable to you, I have the honor to suggest that this note and your reply thereto indicating acceptance shall constitute an agreement between our two Governments concerning this matter, which will enter into force on the date of the entry into force of the Panama Canal Treaty.[1]

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ellsworth Bunker
Ambassador at Large

[1] Oct. 1, 1979.

The Panamanian Chief Negotiator to the American Ambassador at Large

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

7 de septiembre de 1977

Excelencia:

Tengo el honor de avisar recibo de la nota de Su Excelencia, fechada hoy, que dice lo siguiente:

"Excelencia:

Tengo el honor de confirmar nuestro entendimiento, al cual se llegó durante la negociación del Tratado del Canal de Panamá, en el sentido de que los servicios postales de las Fuerzas de los Estados Unidos y la República de Panamá establecerán arreglos apropiados a través del Comité Conjunto mediante los cuales el correo que manejan ambos sistemas postales podrá ser entregado por el Servicio Postal de la República de Panamá a través de las instalaciones postales existentes en las áreas de funcionamiento del Canal y las áreas de vivienda.

Además, queda entendido, con relación al Artículo X del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, que la República de Panamá suministrará espacio en la Oficina Postal de Balboa (Edificio 724) y dentro del área que fuere puesta a disposición del Sistema de Servicio Postal de la República de Panamá en el Edificio de la Administración en Cristóbal (Edificio 1105), el cual podrán usar las Fuerzas de los Estados Unidos para la clasificación de correo a granel y como puntos de distribución postal, de acuerdo con los procedimientos que habrá de desarrollar el Comité Conjunto.

Su Excelencia
Ellsworth Bunker,
Embajador sin Cartera
de los Estados Unidos de América.

TIAS 10034

Si lo anterior fuere aceptable a usted, tengo el honor de sugerir que esta nota y su respuesta de aceptación a la misma constituirán un acuerdo entre nuestros dos Gobiernos sobre esta materia, el cual entrará en vigor en la fecha de entrada en vigencia del Tratado del Canal de Panamá.

Acepte, Excelencia, las seguridades de mi más alta consideración".

Tengo asimismo el honor de confirmar, en nombre de mi Gobierno, los arreglos que anteceden y de convenir en que la nota de Su Excelencia y esta nota, constituirán un acuerdo entre nuestros dos Gobiernos concerniente a este asunto, que surtirá efecto en la fecha de entrada en vigor del Tratado del Canal de Panamá.

Ruego a Vuestra Excelencia acepte las seguridades reiteradas de mi más distinguida consideración.

Rómulo Escobar Bethancourt
Jefe de la Misión Negociadora
de Panamá

TRANSLATION

EMBASSY OF PANAMA
Washington, D.C. 20008

September 7, 1977

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see pp. 441-442.]

I also have the honor to confirm on behalf of my Government the foregoing arrangements and to concur that Your Excellency's note and this note shall constitute an agreement between our two Governments concerning this matter, which will enter into force on the date of the exchange of the instruments of ratification of the Panama Canal Treaty, and shall take effect on the date of the entry into force of the Panama Canal Treaty

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Rómulo Escobar.

Rómulo Escobar Bethancourt
Chief Negotiator

His Excellency
Ellsworth Bunker,
Ambassador at Large
of the United States of America.

PANAMA

Conservation

Agreement signed at Washington September 7, 1977;
Entered into force October 1, 1979.

AGREEMENT PURSUANT TO ARTICLE VI OF THE CONVENTION ON NATURE PROTECTION AND WILDLIFE PRESERVATION IN THE WESTERN HEMISPHERE

The Governments of the United States of America and the Republic of Panama,

Recalling that both are parties to the Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere of October 12, 1940;[1]

Desiring to promote and advance the purposes of that Convention;

Noting that Article VI of the Convention provides that the Parties may, when circumstances warrant, enter into agreements with one another in order to increase the effectiveness of their collaboration to this end;

Aware of the unique importance to the international scientific community of the biological reserve located at Barro Colorado Island in Gatun Lake in the Republic of Panama; and

Considering that the Panama Canal Treaty [2] and related agreements signed this date between them make desirable a further agreement between them to ensure preservation of this biological reserve;

Have agreed upon the following:

[1] TS 981; 56 Stat. 1354; 3 Bevans 630.
[2] TIAS 10030; *ante*, p. 39.

ARTICLE I

1. The area known as Barro Colorado Island in Gatun Lake in the Republic of Panama is declared to be a Nature Monument as defined in Article I of the Convention, to be known as the Barro Colorado Nature Monument. Upon the termination of the Panama Canal Treaty signed this date, this Nature Monument shall also include the adjacent areas known as Orchid and Point Salud Islands; Bohio, Buena Vista, and Frijoles Points; and the smaller islets adjacent to them. The aforementioned adjacent areas shall be made available during the life of the Panama Canal Treaty for the purposes of this Agreement, through the issuance of land use licenses, as provided for in Article IV of the Agreement in Implementation of Article III of the Panama Canal Treaty.[1] The Republic of Panama shall issue an appropriate land use license or make other arrangements to afford similar use of the peninsula immediately south of Maiz Island, which, upon termination of the Panama Canal Treaty, shall also become a part of the aforementioned Nature Monument.

2. As used hereafter in this Agreement, the term "Nature Monument" shall refer to the Nature Monument defined in paragraph 1 of this Article.

ARTICLE II

The Governments pledge themselves to seek, in accordance with their respective national legislative processes, such legislation by each of them as may be necessary to ensure the preservation and protection of said Nature Monument as envisioned in the

[1] TIAS 10031; *ante*, p. 141.

Convention and to take no action which would derogate in any way from its protected status, except as hereinafter provided.

ARTICLE III

The Governments agree to collaborate in use of this Nature Monument for the purposes of scientific research and investigation, and to assist each other's scientists and scientific institutions in carrying out such activities in the Nature Monument. The Governments shall agree from time to time on such arrangements as may be mutually convenient and desirable to facilitate such collaboration.

ARTICLE IV

The Governments agree that, consistent with the purposes of Article VI of the Convention, they shall make available to all the American Republics equally through publication or otherwise the scientific knowledge resulting from their cooperative efforts to establish and maintain the Nature Monument.

ARTICLE V

The Governments, mindful of their mutual interest in the efficient operation of the Panama Canal, agree that, in executing their responsibilities under the Panama Canal Treaty, they shall take account of this Agreement. It is understood that use of areas included in the Nature Monument for the purpose of maintaining existing facilities relating to the operation of the Panama Canal shall not be considered to derogate from the protected status of

the Nature Monument. In the event either Government at any time considers that the efficient operation of the Panama Canal necessitates any other action materially affecting any part of the Nature Monument, the Governments agree to consult promptly and to agree to measures necessary for the protection of the overall integrity of the Nature Monument and furtherance of the purpose of this Agreement.

ARTICLE VI

The Governments agree that they shall jointly transmit copies of this Agreement to the Inter-American Economic and Social Council of the Organization of American States, and shall request that the Organization notify the Contracting Parties to the Convention of this Agreement.

ARTICLE VII

This Agreement shall enter into force simultaneously with the entry into force of the Panama Canal Treaty,[1] and shall remain in force for ten years and, thereafter, for as long as both Governments are parties to the Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere.

[1] Oct. 1, 1979.

ACUERDO REFERENTE AL ARTICULO VI DE LA CONVENCION SOBRE LA PROTECCION DE LA FLORA, DE LA FAUNA Y DE LAS BELLEZAS ESCENICAS DE LOS PAISES DE AMERICA

Los Gobiernos de la República de Panamá y de los Estados Unidos de América:

Recordando que ambos son Partes de la Convención del 12 de octubre de 1940 sobre la Protección de la Flora, de la Fauna y de las Bellezas Escénicas de los Países de América;

Deseosos de fomentar y adelantar los propósitos de dicha convención;

Tomando en cuenta que el Artículo VI de la Convención dispone que las partes pueden, cuando lo justifican las circunstancias, celebrar acuerdos entre sí a los fines de aumentar la eficacia de su colaboración para este fin;

Conscientes de la singular importancia que tiene para la comunidad científica internacional la reserva biológica situada en la isla de Barro Colorado en el Lago de Gatún de la República de Panamá; y

Considerando que el Tratado del Canal de Panamá y los acuerdos relacionados firmados entre ellas en esta fecha hacen deseable la celebración de otro acuerdo entre ellas a los fines de garantizar la preservación de esta reserva biológica;

Han convenido en lo siguiente:

ARTICULO I

1. El área conocida como Isla de Barro Colorado en el Lago de Gatún de la República de Panamá se declara Monumento Natural en los términos definidos en el Artículo I de la Convención, y se llamará el Monumento Natural de Barro Colorado. Al terminar la vigencia del Tratado del Canal de Panamá, firmado en esta fecha, este Monumento Natural incluirá también las áreas adyacentes conocidas como Islas Orquídeas y Punta Salud; Puntas Bohío, Buena Vista, y Frijoles; y los islotes más pequeños adyacentes a éstas. Las antedichas áreas adyacentes se harán disponibles durante la vigencia del Tratado del Canal de Panamá para los fines de este Acuerdo mediante la expedición de licencias para el uso de tierras, como se dispone en el Artículo IV del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá. La República de Panamá expedirá licencias apropiadas para el uso de las tierras, o hará otros arreglos para permitir el uso similar de la península situada inmediatamente al sur de Isla Maíz, la cual, al terminar la vigencia del Tratado del Canal de Panamá, también formará parte del antedicho Monumento Natural.

2. En el sentido en que se usa a continuación en este Acuerdo, el término "Monumento Natural" se refiere al Monumento Natural definido en el párrafo 1 de este Artículo.

ARTICULO II

Los Gobiernos se comprometen a tratar de promulgar, de conformidad con sus procesos legislativos nacionales respectivos, la legislación que fuere necesaria por parte de cada uno de ellos para garantizar la preservación y protección de dicho Monumento Natural en la forma en que se contempla en la Convención, y a no tomar ninguna acción que pueda menoscabar en forma alguna su condición de monumento protegido, salvo como se dispone a continuación.

ARTICULO III

Los Gobiernos acuerdan colaborar en el uso de este Monumento Natural para los propósitos de investigación y estudio científicos y ayudar a los científicos y las instituciones científicas de cada uno a realizar dichas actividades en el Monumento Natural. Los Gobiernos acordarán periódicamente los arreglos que puedan ser mutuamente convenientes y deseables para facilitar tal colaboración.

ARTICULO IV

Los Gobiernos acuerdan que, de conformidad con los propósitos del Artículo VI de la Convención, ellos pondrán a la disposición de todas las repúblicas americanas por igual, mediante publicaciones u otros medios, los conocimientos científicos derivados de los esfuerzos cooperativos para establecer y mantener el Monumento Natural.

ARTICULO V

Los Gobiernos, conscientes de su interés mutuo en el funcionamiento eficaz del Canal de Panamá, acuerdan que al ejercer sus responsabilidades en virtud del Tratado del Canal de Panamá, tomarán en consideración este Acuerdo. Queda entendido que el uso del área comprendida en el Monumento Natural para el propósito de mantener las instalaciones existentes relacionadas con el funcionamiento del Canal de Panamá, no será considerado en menoscabo de la condición de monumento protegido que tiene el Monumento Natural. En caso de que cualesquiera de los dos Gobiernos considere en cualquier momento que el funcionamiento eficaz del Canal de Panamá precise cualquier otra acción que afecte cualquier parte del Monumento Natural, los Gobiernos acuerdan celebrar consultas expeditivamente y en convenir en las medidas necesarias para la protección de la integridad general del Monumento Natural y el fomento de los propósitos de este Acuerdo.

ARTICULO VI

Los Gobiernos convienen en transmitir conjuntamente copias de este Acuerdo al Consejo Interamericano Económico y Social de la Organización de Estados Americanos, y solicitar que la Organización notifique a las Partes Contratantes de la Convención sobre este Acuerdo.

ARTICULO VII

Este Acuerdo entrará en vigor al mismo tiempo que el Tratado del Canal de Panamá y permanecerá en vigor diez años y, subsiguientemente, mientras ambas Partes continuen siendo Partes de la Convención para la Protección de la Flora, de la Fauna y de las Bellezas Escénicas de los Países de América.

DONE at Washington, this 7th day of September, 1977, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FIRMADO en Washington, a los 7 días de septiembre de 1977, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:

Ellsworth Bunker [1]

Sol M. Linowitz [2]

FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:

[3]

Aristides Royo [4]

[1] Ellsworth Bunker.
[2] Sol M. Linowitz.
[3] Rómulo Escobar Bethancourt.
[4] Aristides Royo.

PANAMA

Conservation: Barro Colorado Nature Monument

Agreement effected by exchange of notes
Signed at Washington September 7, 1977;
Entered into force October 1, 1979.

The American Ambassador at Large to the Panamanian Chief Negotiator

DEPARTMENT OF STATE
WASHINGTON

September 7, 1977

Excellency:

I have the honor to refer to the Agreement [1] pursuant to Article VI of the Convention on Nature Protection and Wildlife Preservation in the Western Hemisphere, [2] and to the Panama Canal Treaty [3] and related agreements signed on September 7, 1977 by representatives of the United States of America and the Republic of Panama. Article III of the Agreement relating to the Convention on Nature Protection provides that our Governments may agree from time to time on such arrangements as may be mutually convenient and desirable to facilitate their collaboration in the use of the Barro Colorado Nature Monument for the purposes of scientific research and investigation.

I consider it desirable within the spirit of the aforementioned Convention and for the purposes of the Agreement based thereon that our Govenments agree that the Smithsonian Tropical Research Institute (STRI), a trust instrumentality of the United States of America, which I shall hereinafter call the Institute, be designated by both Governments as custodian of the Barro Colorado Nature Monument. I propose that our Governments

His Excellency

Rómulo Escobar Bethancourt,

Chief Negotiator.

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[1] TIAS 10035; *ante*, p. 446.
[2] TS 981; 56 Stat. 1354; 3 Bevans 630.
[3] TIAS 10030; *ante*, p. 39.

further agree that the Institute shall, during the period of its custodianship, have sole responsibility to act on behalf of our Governments in authorizing use of the Nature Monument for the purposes of scientific research and investigation and for its protection as envisaged in the aforementioned Convention and our Agreement based thereon. In the event that one of the Parties should attempt to take any action related to the efficient operation of the Panama Canal as provided for in Article V of our Agreement, I propose that the Institute, as custodian, be advised in advance and invited to comment on the potential impact of such action on the overall integrity of the Nature Monument.

I consider it desirable and to that end I propose to Your Excellency that, during the period of its custodianship, the Institute be authorized to employ scientific and support staff, to include game wardens, as necessary to enforce such laws and regulations as may apply to the protection of the Nature Monument. Persons violating the integrity of the Nature Monument contrary to the provisions of such laws or regulations shall be promptly delivered to the authorities of the Republic of Panama by game wardens employed by the Institute for appropriate action under the laws of the Republic of Panama.

I further consider it desirable and I therefore propose to Your Excellency that our Governments agree to designate the Institute as custodian for the Barro Colorado Nature Monument for an initial period of five years, to be extended for additional 5-year periods upon request by the Institute at least one year in

advance of the date of expiration of the period, or until such time as our Governments may mutually agree on other understandings for the administration of the Nature Monument. If, subsequent to the termination of the Panama Canal Treaty, the Republic of Panama should desire to terminate the custodianship of the Institute of the Nature Monument, I consider it desirable and I therefore propose that our Governments agree that the decision take effect one year after the day on which the Republic of Panama shall inform the United States of this intent.

If the foregoing understandings proposed for custodianship of the Barro Colorado Nature Monument by STRI are acceptable to the Government of the Republic of Panama, I propose that this note and Your Excellency's affirmative response constitute an agreement between our Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ellsworth Bunker

Ellsworth Bunker
Ambassador at Large

The Panamanian Chief Negotiator to the American Ambassador at Large

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

7 de septiembre de 1977

Excelencia:

Tengo el honor de referirme a la nota de Su Excelencia, con fecha de hoy, relativa a la designación del Instituto Smithsonian para Investigaciones Tropicales como custodio del Monumento Natural de Barro Colorado, que dice lo siguiente:

"Excelencia:

Tengo el honor de referirme al Convenio de conformidad con el Artículo VI de la Convención para la Protección de la Naturaleza y la Conservación de la Flora y la Fauna en el Hemisferio Occidental, y al Tratado del Canal de Panamá y convenios conexos suscritos el 7 de septiembre de 1977 por los representantes de los Estados Unidos de América y la República de Panamá. El Artículo III del Acuerdo relacionado con la Convención para la Protección de la Naturaleza dispone que nuestros Gobiernos podrán celebrar, de tiempo en tiempo, los arreglos que pudieren ser mutuamente convenientes y deseables para facilitar su colaboración en el uso del Monumento Natural Barro Colorado para los fines de estudios e investigaciones científicos.

Considero deseable, dentro del espíritu de la antedicha Convención y para los fines del Acuerdo basado en la misma, que nuestros Gobiernos convengan que el Instituto Smithsonian de Investigación Tropical (STRI), una agencia de fideicomiso de los Estados Unidos de América, que en adelante denominaré el Instituto en este documento, sea designada por ambos Gobiernos como el custodio del Monumento Natural Barro Colorado. Propongo que nuestros Gobiernos convengan, además, que el

Instituto, durante el período en que ejerza dicha custodia, tenga exclusiva responsabilidad para actuar en nombre de nuestros Gobiernos a fin de autorizar el uso del Monumento Natural para los fines de estudios e investigaciones científicas y para su protección, como se prevé en la Convención antedicha y en nuestro Acuerdo basado en la misma. En el caso de que una de las Partes intentare tomar cualquier acción relacionada con el funcionamiento eficiente del Canal de Panamá, según lo dispuesto en el artículo V de nuestro Acuerdo, propongo que el Instituto, como custodio, sea notificado con anticipación e invitado a formular comentarios sobre el efecto potencial de dicha acción sobre la integridad general del Monumento Natural.

Considero deseable y con ese fin propongo a Su Excelencia que, durante el período de su custodia, se autorice al Instituto a emplear personal científico y de apoyo, que incluirá guardabosques, según sea necesario para hacer cumplir las leyes y los reglamentos que puedan aplicarse para la protección del Monumento Natural. Las personas que violaren la integridad del Monumento Natural contraviniendo las disposiciones de dichas leyes o reglamentos serán prontamente entregadas a las autoridades de la República de Panamá por los guardabosques empleados por el Instituto para que se tome la acción apropiada conforme a las leyes de la República de Panamá.

Considero deseable, además, y por tanto así lo propongo a Su Excelencia que nuestros Gobiernos convengan designar al Instituto como el custodio del Monumento Natural Barro Colorado durante un período inicial de cinco años, que será prorrogado

por períodos adicionales de cinco años a solicitud del Instituto, por lo menos con un año de anticipación a la fecha de expiración del período o hasta cuando nuestros Gobiernos puedan convenir mutuamente otros entendimientos para la administración del Monumento Natural. Si posteriormente a la terminación del Tratado del Canal de Panamá, la República de Panamá deseare terminar la custodia del Instituto sobre el Monumento Natural, considero deseable, y por consiguiente lo propongo, que nuestros Gobiernos convengan que la decisión sea efectiva un año después del día en el cual la República de Panamá informará a los Estados Unidos de esta intención.

Si el entendimiento anterior propuesto para la custodia del Monumento Natural Barro Colorado por parte del STRI es aceptable al Gobierno de la República de Panamá, propongo que esta Nota y la respuesta afirmativa de Su Excelencia constituyan un acuerdo entre nuestros Gobiernos sobre esta materia.

Acepte, Excelencia, las seguridades renovadas de mi más alta consideración".

Tengo el honor de confirmar que mi Gobierno accede al entendimiento dispuesto en la nota de Su Excelencia, y en que su nota y esta nota de respuesta constituirán un acuerdo entre nuestros dos Gobiernos.

Ruego a Vuestra Excelencia acepte las seguridades de mi más alta consideración.

Rómulo Escobar Bethancourt
Jefe de la Misión Negociadora
de Panamá

Su Excelencia
Ellsworth Bunker,
Embajador sin Cartera de los
Estados Unidos de América.

TRANSLATION

EMBASSY OF PANAMA
Washington, D.C. 20008

September 7, 1977

Excellency:

I have the honor to refer to Your Excellency's note of today's date concerning the designation of the Smithsonian Tropical Research Institute as custodian of the Barro Colorado Nature Monument, which reads as follows:

[For the English language text, see pp. 458-460.]

I have the honor to confirm that my Government accepts the understanding set forth in Your Excellency's note, and that your note and this note in reply shall constitute an agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Rómulo Escobar B.
Rómulo Escobar Bethancourt
Chief Negotiator

His Excellency
Ellsworth Bunker,
Ambassador at Large
of the United States of America

PANAMA

Scientific Cooperation

Agreement effected by exchange of notes Signed at Washington September 7, 1977; Entered into force October 1, 1979.

The American Ambassador at Large to the Panamanian Chief Negotiator

DEPARTMENT OF STATE
WASHINGTON
September 7, 1977

Excellency:

As you are aware, the Smithsonian Tropical Research Institute, a trust instrumentality of the United States of America, hereinafter called "the Institute," has, for several years, carried out experimental and research activities of an exclusively scientific nature in various parts of the Republic of Panama. Those activities are described and authorized in Contract No. 1, January 5, 1977, signed by Dr. Abraham Saied, Minister of Health, and Dr. Ira Rubinoff, Director of the Institute. As set forth in the seventh clause of the contract, its duration is indefinite, but it may be terminated if one of the parties so desires, provided that it notify the other one year in advance of the date selected for termination.

Despite the foregoing, it is obvious that the Institute's legal situation and the development of its activities will be affected by the entry into force of the Panama Canal Treaty [1] and related agreements, signed September 7, 1977 by representatives of the Republic of Panama and the United States of America. In anticipation of that eventuality, I

His Excellency
Rõmulo Escobar Bethancourt,
Chief Negotiator.

[1] TIAS 10030; *ante*, p. 39.

thought it pertinent to propose to you, in compliance with precise instructions from my Government, that the Republic of Panama and the United States of America agree on the Institute's continuation of its scientific activities in the Republic of Panama, after entry into force of the Panama Canal Treaty and related agreements, in accordance with the provisions of the above-mentioned contract and in order to achieve the objectives therein set forth.

The agreement which I present to you for consideration would remain in effect for five years from the date of the entry into force of the Panama Canal Treaty[1] and would be extended automatically for 5 year periods until either Government gave notice of termination, at least one year before the date of automatic extension.

I consider it advisable to propose to Your Excellency that if one of the parties to the contract should wish to terminate it on the basis of the seventh clause thereof while the Panama Canal Treaty is in force, our Governments agree that, unless there is a mutual understanding to replace the contract, the contract and the agreement proposed in this note shall remain in force.

It could also be agreed, and I so propose to Your Excellency, that, if either party wishes to terminate the aforementioned contract after the expiration of the Panama Canal Treaty, our Governments shall immediately initiate consultations

[1] Oct. 1, 1979.

concerning the future legal situation of the Institute and its facilities, properties, and personnel in the Republic of Panama, before the contract expires.

With respect to facilities and land and water areas in various parts of the Isthmus of Panama listed and described in the annex to this note, the use of which has not been granted by the Republic of Panama to the United States of America by any other means, I propose that they be made available to the Institute for its exclusive use. It is understood that this agreement will not affect the right of the parties to the contract to enter into subsequent agreements on the terms of the Institute's utilization of other facilities and land and water areas in the Republic of Panama which the latter may consider it desirable to make available to the Institute for the uses and purposes defined in the contract.

I wish to propose that our Governments agree that, as long as the Panama Canal Treaty remains in force, the United States of America may permit the Institute to use any portion of the lands and waters, and of the facilities located therein, situated within the land and water areas the use of which is granted by the Treaty to the United States of America, for purposes of the aforementioned contract, subject to terms and conditions consistent with the Panama Canal Treaty, as the United States of America may define them.

I further wish to propose to Your Excellency that upon cessation, under the Panama Canal Treaty, of the right of the United States to use any land and water areas and facilities located therein which are being used by the Institute, our Governments immediately begin talks intended to reach agreements permitting the Institute to continue to use such areas or facilities.

The possibility should be considered, Your Excellency, that the Republic of Panama may establish procedures whereby any natural or legal person could acquire, in accordance with the laws of Panama, title to land and water areas or properties located therein which were formerly a part of the territory constituting the Panama Canal Zone. I therefore propose to you that, such being the case, our Governments agree that the Republic of Panama, subject to the applicable laws, shall grant the Institute rights, other than real property title, with respect to any land and water areas or properties in use by the Institute at the time when such procedures are established. These rights will be granted by the Republic of Panama by an agreement or other means not less favorable than the most favorable granted by the Republic of Panama to any other natural or juristic person.

Finally, Your Excellency, I should like to propose that in the event that the Republic of Panama does not establish such procedures for transfer of title to land and water areas or properties located therein to natural or legal persons other than the Government of the Republic of Panama,

the two Governments agree that the Government of the Republic of Panama shall place at the disposal of the Institute, free of cost, the use of all areas and facilities referred to in this letter, and any others that may be used by the Institute for the purposes defined in the aforementioned contract.

An exception will be made for cases in which the two Governments or the parties to the aforementioned contract might reach a mutual agreement on other terms.

If the aforementioned proposals relating to the operation in the Republic of Panama of the Smithsonian Tropical Research Institute are acceptable to your Government, I should like to propose that this note and Your Excellency's affirmative reply constitute an agreement between our Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ellsworth Bunker

Ellsworth Bunker
Ambassador at Large

ANNEX

The following facilities and lands and waters shall be made available for the continued exclusive use of the Smithsonian Tropical Research Institute.

1. Smithsonian Tropical Research Institute Headquarters, shops, administrative offices, cages and laboratories on Gorgas Road.

2. Tivoli Site. Comprises approximately 4.8 acres at the site of the former Tivoli Hotel and adjacent Tivoli Kitchen structure.

3. Naos Island. All facilities and areas being used by the Smithsonian Tropical Research Institute on the date the Panama Canal Treaty enters into force.

4. Flamenco Island. All facilities and areas being used by the Smithsonian Tropical Research Institute on the date the Panama Canal Treaty enters into force.

5. Pipeline Road Reserve. Approximately 37 acres of land near Pipeline Road at coordinates PA 391116 (Sheet 4243 II, Gamboa).

The Panamanian Chief Negotiator to the American Ambassador at Large

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

7 de septiembre de 1977

Excelencia:

Tengo el honor de referirme a la nota de Su Excelencia con fecha de hoy, relativa a las actividades del Instituto Smithsonian para Investigaciones Tropicales en la República de Panamá, que dice lo siguiente:

"Excelencia:

Como es de su conocimiento, el Instituto Smithsonian de Investigación Tropical, una agencia de fideicomiso de los Estados Unidos de América, que en adelante se denominará "El Instituto" en el presente documento, ha llevado a cabo durante varios años actividades experimentales y de investigación de naturaleza estrictamente científica en distintas partes de la República de Panamá. Esas actividades están descritas y autorizadas en el Contrato No. 1 de 5 de enero de 1977, suscrito por el Dr. Abraham Saied, Ministro de Salud y el Dr. Ira Rubinoff, Director del Instituto. Según se expresa en la séptima cláusula del contrato, la duración de éste es indefinida, pero puede ser terminado si una de las partes así lo deseare, siempre que ésta notifique a la otra con un año de anticipación a

Su Excelencia
Ellsworth Bunker,
Embajador sin Cartera de los
Estados Unidos de América.

la fecha escogida para la terminación.

No obstante lo anterior, es obvio que la situación jurídica del Instituto y el desarrollo de sus actividades serán afectados por la entrada en vigor del Tratado del Canal de Panamá y acuerdos conexos, suscritos el 7 de septiembre de 1977 por los representantes de la República de Panamá y los Estados Unidos de América. En previsión de esa eventualidad, me ha parecido pertinente proponer a usted, en cumplimiento de instrucciones precisas de mi Gobierno, que la República de Panamá y los Estados Unidos de América convengan en la continuación, por parte del Instituto, de sus actividades científicas en la República de Panamá después de la entrada en vigor del Tratado del Canal de Panamá y acuerdos conexos, de conformidad con las disposiciones del Contrato arriba mencionado y a fin de lograr los objetivos que en él se expresan.

El acuerdo que someto a usted para que sea considerado permanecería en vigor durante cinco años, a partir de la fecha de la entrada en vigor del Tratado del Canal de Panamá y sería prorrogado automáticamente por períodos de cinco años hasta cuando una de las Partes diese notificación de la terminación, por lo menos un año antes de la fecha de la prórroga automática.

Considero aconsejable proponer a Su Excelencia que si una de las Partes de dicho contrato deseare terminarlo en base a la séptima cláusula del mismo mientras esté en vigor el

Tratado del Canal de Panamá, nuestros Gobiernos convengan, a menos que haya un entendimiento mutuo para sustituir el contrato, que el contrato y el convenio propuesto en esta carta permanecerán en vigor.

Podría acordarse también y así lo propongo a Su Excelencia, que, si una de las Partes deseare terminar el contrato expresado después de la expiración del Tratado del Canal de Panamá, nuestros Gobiernos inmediatamente iniciarán consultas concernientes a la futura situación jurídica del Instituto y sus instalaciones, propiedades y personal en la República de Panamá antes de que expire el contrato.

Respecto de las instalaciones y las áreas de tierra y agua en distintas partes del Istmo de Panamá listadas y descritas en el anexo de esta carta, cuyo uso no ha sido otorgado por la República de Panamá a los Estados Unidos de América por ningún otro medio, propongo que estas se hagan disponibles al Instituto para su uso exclusivo. Queda entendido que este Acuerdo no afectará el derecho de las Partes de dicho contrato a celebrar acuerdos subsiguientes sobre las condiciones del uso por parte del Instituto de otras instalaciones y áreas de tierra y agua en la República de Panamá que ésta pudiere considerar deseable poner a disposición del Instituto para los usos y fines definidos en el contrato.

Deseo proponer que nuestros Gobiernos convengan que, mientras el Tratado del Canal de Panamá esté en vigor, los Estados Unidos de América podrán permitir al Instituto que use cualquier porción de las tierras y aguas y de las instalaciones ubicadas en las mismas, situadas dentro de las áreas de tierras y aguas cuyo uso se otorga a los Estados Unidos de América por virtud del Tratado, para los fines del contrato antedicho, sujeto a los términos y condiciones cónsonos con el Tratado del Canal de Panamá, según éstos sean definidos por los Estados Unidos de América.

Deseo, además, proponer a Su Excelencia que al cesar, conforme el Tratado del Canal de Panamá, el derecho de los Estados Unidos a usar cualesquier áreas de tierras y aguas e instalaciones ubicadas en las mismas y que están siendo usadas por el Instituto, nuestros Gobiernos inmediatamente inicien conversaciones con la intención de llegar a acuerdos que permitan al Instituto continuar usando dichas áreas o instalaciones.

Debe considerarse la posibilidad, Excelencia, de que la República de Panamá pueda establecer procedimientos mediante los cuales cualquier persona natural o jurídica pudiese adquirir, de acuerdo con las leyes de Panamá, título sobre las áreas de tierras y aguas o propiedades ubicadas en las mismas y que anteriormente fueron parte del territorio que constituyó la Zona del

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Canal de Panamá. Por consiguiente propongo a usted que, siendo ese el caso, nuestros Gobiernos convengan que la República de Panamá, sujeto a las leyes aplicables, otorgará al Instituto los derechos, excepto el título de propiedad respecto de cualesquier áreas de tierras y aguas o de instalaciones usadas por el Instituto al momento de establecerse dichos procedimientos. Estos derechos serán otorgados por la República de Panamá por un acuerdo u otro medio no menos favorables que el más favorable otorgado por la República de Panamá a cualquier otra persona natural o jurídica.

Finalmente, Su Excelencia, desearía proponer que en el caso de que la República de Panamá no estableciere dichos procedimientos para el traspaso de título sobre áreas de tierras y aguas o propiedades ubicadas en ellas a personas naturales o jurídicas distintas del Gobierno de la República de Panamá, los dos Gobiernos convengan en que el Gobierno de la República de Panamá pondrá a disposición del Instituto, libre de coste, el uso de todas las áreas e instalaciones a que se hace referencia en esta carta y cualesquier otras que puedan ser usadas por el Instituto para los fines definidos en el antedicho contrato.

Se hará una excepción en los casos en los cuales los dos Gobiernos o las Partes del antedicho contrato pudieran llegar a un acuerdo

mutuo en otros términos.

Si las propuestas antedichas relacionadas con el funcionamiento del Instituto Smithsonian de Investigación Tropical en la República de Panamá son aceptables a su Gobierno, desearía proponer que esta nota y la respuesta afirmativa de Su Excelencia constituyan un acuerdo entre nuestros Gobiernos sobre esta materia.

Acepte, Excelencia, las seguridades renovadas de mi más alta consideración".

Tengo el honor de confirmar la aceptación por parte de mi Gobierno de las propuestas contenidas en la presente y su acuerdo de que su nota y esta respuesta constituirán un acuerdo entre nuestros dos Gobiernos.

Ruego a Vuestra Excelencia acepte las seguridades de mi más alta consideración.

Rómulo Escobar Bethancourt
Jefe de la Misión Negociadora
de Panamá

ANEXO

Las siguientes instalaciones y aguas y tierras estarán disponibles para uso exclusivo y contínuo por el Instituto Smithsonian de Investigación Tropical.

1. Oficina principal, talleres, oficinas administrativas, jaulas y laboratorios del Instituto Smithsonian de Investigación Tropical, en la Calle Gorgas.

2. Sitio Tívoli. Comprende, aproximadamente, 4.8 acres en el sitio del antiguo Hotel Tívoli y la estructura adyacente de la Cocina Tívoli.

3. Isla Naos. Todas las instalaciones y áreas que usa el Instituto Smithsonian de Investigación Tropical en la fecha de entrada en vigor del Tratado del Canal de Panamá.

4. Isla Flamenco. Todas las instalaciones y áreas que usa el Instituto Smithsonian de Investigación Tropical en la fecha de entrada en vigor del Tratado del Canal de Panamá.

5. Reserva de la Carretera del Oleoducto. Aproximadamente 37 acres de tierra cerca de la Carretera del Oleoducto en las coordenadas PA 391116 (Pliego 4243 II, Gamboa).

TRANSLATION

EMBASSY OF PANAMA
Washington, D.C. 20008

September 7, 1977

Excellency:

I have the honor to refer to Your Excellency's note of today's date concerning the activities of the Smithsonian Tropical Research Institute in the Republic of Panama, which reads as follows:

[For the English language text, see pp. 466-471.]

I have the honor to confirm the acceptance by my Government of the proposals contained in this note and its agreement that your note and this reply shall constitute an agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Rómulo Escogar B.

Rómulo Escobar Bethancourt
Chief Negotiator

His Excellency
Ellsworth Bunker,
Ambassador at Large
of the United States of America.

PANAMA

Health

Agreement effected by exchange of notes Signed at Washington September 7, 1977; Entered into force October 1, 1979.

The American Ambassador at Large to the Panamanian Chief Negotiator

DEPARTMENT OF STATE
WASHINGTON
September 7, 1977

Excellency:

I have the honor to refer to the Gorgas Memorial Institute of Tropical and Preventive Medicine, Incorporated, and its subsidiary, the Gorgas Memorial Laboratory. The Institute and Laboratory were established in memory of Dr. William C. Gorgas for research on diseases endemic to Central America and northern South America. The Institute receives from the Government of the United States an annual contribution in Dr. Gorgas' memory for the operation and maintenance of the Laboratory.

The Gorgas Memorial Laboratory is established and operates in Panama under provisions of Law 15 of October 16, 1930, Law 5 of February 5, 1953 and Law 84 of September 20, 1973 of the Republic of Panama. The Institute has informed the United States of its desire to continue its operations in Panama pursuant to the provisions of these laws.

I refer further to the Panama Canal Treaty[1] and related agreements signed this date by representatives of the Governments of the United States and Panama, and, in that connection, propose that our Governments agree that, subsequent to the entry into force of the Treaty,[2] the Gorgas Memorial Institute and Laboratory shall continue to enjoy the sole and exclusive use, without

His Excellency
Romulo Escobar Bethancourt,
Chief Negotiator.

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[1] TIAS 10030; *ante*, p. 39.
[2] Oct. 1, 1979.

charge, of the following areas of lands and waters, and installations, being used by the Institute and Laboratory prior to the entry into force of the Treaty:

Juan Mina Plantation, approximately 15 acres of land, and one multi-purpose building situated thereon, located on the east side of the Chagres River in the Balboa East District; and Building 265, a laboratory building adjacent to the Gorgas Hospital, Ancon, and adjacent land.

It is understood that this arrangement shall continue for an initial period of five years, and will be renewed upon request at least one year in advance by the Gorgas Memorial Institute.

I propose further that in the event the Republic of Panama establishes any means whereby any legal or natural person other than the Government of the Republic of Panama may acquire title under the laws of the Republic of Panama to any areas of lands and waters, or other real property located thereon, which prior to the entry into force of the Panama Canal Treaty formed part of the Canal Zone, our Governments agree that the Gorgas Memorial Institute shall be permitted by the Republic of Panama to acquire title to the above-mentioned areas the use of which it enjoys. Such title shall be accorded by the Republic of Panama pursuant to an arrangement not less favorable than that accorded by the Republic of Panama to any other such legal or natural person.

I propose further that our Governments agree to the issuance of a license to the Gorgas Memorial Institute in accordance with the procedures set forth in Article IV of the Agreement in Implementation of Article III of the Panama Canal Treaty [1] to permit the use, without charge, by the Gorgas Memorial Laboratory of Abogado and Aojeta Islands, located in Gatun Lake, for the purposes of the Laboratory.

I further propose that our Governments agree that the United States may permit the Gorgas Memorial Institute and Laboratory to enjoy the privilege of making official purchases for the Laboratory's operations in the United States military commissaries and exchanges established pursuant to the Agreement in Implementation of Article IV of the Panama Canal Treaty,[2] and that the United States may provide to the Institute and Laboratory for offical purposes such other supplies or services of the United States Forces or the Panama Canal Commission as may be convenient. It is understood that this agreement will not extend to personal purchases by individual members of the staff and employees of the Gorgas Memorial Laboratory, regardless of their nationality.

If the foregoing proposals relating to the status and operations of the Gorgas Memorial Institute and Laboratory are acceptable to the Government of the Republic of Panama, I have the honor to

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[1] TIAS 10031; *ante*, p. 141.
[2] TIAS 10032; *ante*, p. 307.

propose that this note, and Your Excellency's affirmative response, shall constitute an agreement between our Governments concerning this matter, which will enter into force on the date of entry into force of the Panama Canal Treaty.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ellsworth Bunker
Ambassador at Large

The Panamanian Chief Negotiator to the American Ambassador at Large

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

7 de septiembre de 1977

Excelencia:

Tengo el honor de acusar recibo de la nota de Su Excelencia, con fecha de hoy, que dice lo siguiente:

"Excelencia:

Tengo el honor de referirme al Instituto Conmemorativo Gorgas de Medicina Tropical y Preventiva, Incorporado, y a su subsidiaria, el Laboratorio Conmemorativo Gorgas. El Instituto y el Laboratorio fueron establecidos en memoria del Dr. William C. Gorgas para realizar investigaciones sobre enfermedades endémicas de Centro América y el Norte de Sur América. El Instituto recibe una contribución anual del Gobierno de los Estados Unidos en memoria del Dr. Gorgas para el funcionamiento y mantenimiento del Laboratorio.

El Laboratorio Conmemorativo Gorgas está establecido y funciona en Panamá conforme a las disposiciones de la Ley 15 del 16 de octubre de 1930, la Ley 5 del 5 de febrero de 1953 y la Ley 84 del 20 de septiembre de 1973, de la República de Panamá. El Instituto ha informado a los Estados Unidos de su deseo de continuar sus operaciones en Panamá de conformidad con las disposiciones de dichas leyes.

Me refiero, además, al Tratado del Canal de Panamá y acuerdos conexos firmados en esta fecha por los repre

Su Excelencia
Ellsworth Bunker,
Embajador sin Cartera de los
Estados Unidos de América.

sentantes de los Gobiernos de los Estados Unidos y Panamá y, con relación a éste, propongo que nuestros Gobiernos convengan en que, después de la entrada en vigor del tratado, el Instituto y Laboratorio Conmemorativos Gorgas continuarán disfrutando del uso exclusivo, sin coste, de las siguientes áreas de tierras y aguas y las instalaciones que estuvieren utilizando el Instituto y el Laboratorio con anterioridad a la entrada en vigor del Tratado:

La Plantación Juan Mina, de 15 acres de terreno, aproximadamente, y un edificio de uso múltiple ubicado en el mismo, situado en el lado Este del Río Chagres en el Distrito Balboa Este y el Edificio 265, un edificio de laboratorio adyacente al Hospital Gorgas, en Ancón, y el terreno adyacente.

Queda entendido que este arreglo continuará por un período inicial de cinco años y será prorrogado mediante solicitud hecha por el Instituto Conmemorativo Gorgas con un año de antelación, por lo menos.

Propongo, además, que en el caso de que la República de Panamá estableciere cualquier medio por el cual una persona, jurídica o natural, distinta al Gobierno de la República de Panamá, pueda adquirir título conforme a las leyes de la República de Panamá sobre cualesquier áreas de tierras y aguas u otro bien inmueble ubicado sobre las áreas que con anterioridad a la entrada en vigor del Tratado del Canal de Panamá formare parte de la Zona del Canal, nuestros Gobiernos convengan en que la República de Panamá permitirá al

Instituto Conmemorativo Gorgas adquirir título sobre las áreas anteriormente mencionadas de cuyo uso disfruta. Dicho título será otorgado por la República de Panamá de conformidad con un arreglo no menos favorable que el que la República de Panamá otorgare a cualquier otra persona jurídica o natural.

Propongo, además, que nuestros Gobiernos convengan en la expedición de una licencia al Instituto Conmemorativo Gorgas, de conformidad con los procedimientos señalados en el Artículo IV del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá a fin de permitir el uso, sin coste, por parte del Laboratorio Conmemorativo Gorgas, de las Islas Abogado y Aojeta, situadas en el Lago Gatún, para realizar los fines del Laboratorio.

Propongo, además, que nuestros Gobiernos convengan en que los Estados Unidos podrán permitir al Instituto y Laboratorio Conmemorativos Gorgas que disfruten del privilegio de hacer compras oficiales para las operaciones del Laboratorio en los comisariatos y almacenes militares de los Estados Unidos que se establecieren de conformidad con el Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá y que los Estados Unidos podrán proporcionar al Instituto y al Laboratorio, para fines oficiales, los otros suministros o servicios de las Fuerzas de los Estados Unidos o de la Comisión del Canal de Panamá, según fuere conveniente. Queda entendido que este acuerdo no se extenderá a las compras de carácter personal hechas por los miembros del personal y los

empleados del Laboratorio Conmemorativos Gorgas, independientemente de su nacionalidad.

Si las propuestas anteriores relacionadas con el estatuto y funcionamiento del Instituto y Laboratorio Conmemorativos Gorgas fueren aceptables al Gobierno de la República de Panamá, tengo el honor de proponer que esta nota y la respuesta afirmativa de Su Excelencia, constituirán un acuerdo entre nuestros Gobiernos sobre esta materia, el cual entrará en vigor en la fecha de la entrada en vigor del Tratado del Canal de Panamá.

Sírvase aceptar, Excelencia, las seguridades de mi más alta consideración".

Tengo el honor de confirmar que mi Gobierno accede a las propuestas que anteceden y que la nota de Su Excelencia y esta nota constituirán un acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de entrada en vigencia del Tratado del Canal de Panamá.

Ruego a Vuestra Excelencia acepte las seguridades de mi más alta consideración.

Rómulo Escobar Bethancourt
Jefe de la Misión Negociadora
de Panamá

TRANSLATION

EMBASSY OF PANAMA
Washington, D.C. 20008

September 7, 1977

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see pp. 481-484.]

I have the honor to confirm that my Government accepts the foregoing proposals, and that Your Excellency's note and this note shall constitute an agreement between our two Governments which will enter into force on the date of the entry into force of the Panama Canal Treaty.

Accept, Excellency, the renewed assurances of my highest consideration.

Rómulo Escobar R.

Rómulo Escobar Bethancourt
Chief Negotiator

His Excellency
Ellsworth Bunker,
Ambassador at Large
of the United States of America,

PANAMA

Activities of the United States in Panama

Agreement effected by exchange of notes
Signed at Washington September 7, 1977;
Entered into force October 1, 1979.

AGREEMENT ON CERTAIN ACTIVITIES OF
THE UNITED STATES OF AMERICA
IN THE REPUBLIC OF PANAMA

Taking account of the Panama Canal Treaty[1] and related agreements signed this date by representatives of the United States of America and the Republic of Panama, the two Governments confirm their understanding that, in addition to the activities directly related to the specific purpose of the Panama Canal Treaty, the United States may conduct certain other activities in the Republic of Panama. Such other activities shall be conducted in accordance with the provisions of this Agreement.

1. The United States may conduct the following activities in the Republic of Panama:

(a) Tropic testing;

(b) Telecommunications, meteorological, navigational, and oceanographic activities;

(c) Activities of the Inter-American Geodetic Survey;

(d) Humanitarian relief operations, including search and rescue;

(e) Schooling of Latin American military personnel.

2. In order to carry out these activities, the United States may use installations within defense sites and military areas of coordination, and in such other areas of the Republic of Panama as may be mutually agreed.

[1] TIAS 10030; *ante*, p. 39.

3. The Agreement in Implementation of Article IV of the Panama Canal Treaty[1] shall apply to the conduct of these activities in the Republic of Panama, except as otherwise provided by arrangements between the two Parties.

(a) Active duty military personnel of the United States armed services assigned to these activities shall be considered to be "members of the Forces" within the meaning of the Agreement in Implementation of Article IV of the Panama Canal Treaty.

(b) Employees of the United States assigned to these activities who are nationals of the United States to whom United States passports have been issued or who are nationals of third countries who are not habitual residents of the Republic of Panama shall be considered to be "members of the civilian component" within the meaning of the Agreement in Implementation of Article IV of the Panama Canal Treaty.

(c) The spouse and children of persons referred to in sub-paragraphs (a) and (b) above, and other relatives of such persons who depend on them for their subsistence and who habitually live with them under the same roof, shall be considered to be "dependents" within the meaning of the Agreement in Implementation of Article IV of the Panama Canal Treaty.

(d) Military personnel of other Latin American countries assigned to school duty in the Republic of Panama pursuant to paragraph (1)(e) of this Agreement shall be entitled to the privileges authorized under Articles XI and XVIII of the Agreement in Implementation of Article IV of the Panama Canal Treaty.

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[1] TIAS 10032; *ante*, p. 307.

4. Changes in the activities listed above may be agreed upon by the two Parties through the Joint Committee created by Article III of the Agreement in Implementation of Article IV.

This Agreement shall enter into force simultaneously with the entry into force of the Panama Canal Treaty,[1] and expire when that Treaty expires; provided, however, that the authority of the United States to conduct schooling of Latin American military personnel in the United States Army School of the Americas shall expire five years after the entry into force of the Panama Canal Treaty unless the two Governments otherwise agree.

[1] Oct. 1, 1979.

ACUERDO SOBRE CIERTAS ACTIVIDADES DE
LOS ESTADOS UNIDOS DE AMERICA
EN LA REPUBLICA DE PANAMA

Tomando en consideración el Tratado del Canal de Panamá y los acuerdos conexos firmados en esta fecha por los representantes de los Estados Unidos de América y de la República de Panamá, los dos Gobiernos confirman su entendimiento de que, además de las actividades directamente relacionadas con los fines específicos del Tratado del Canal de Panamá, los Estados Unidos podrán realizar ciertas otras actividades en la República de Panamá. Esas otras actividades se realizarán de conformidad con las disposiciones de este acuerdo.

1. Los Estados Unidos podrán realizar las siguientes actividades en la República de Panamá:

(a) Pruebas para determinar los efectos del trópico;

(b) Telecomunicaciones, actividades meteorológicas, de navegación y oceanográficas;

(c) Actividades del Instituto Geodésico Interamericano;

(d) Operaciones de tipo humanitario, incluso búsqueda y rescate;

(e) Enseñanza a personal militar latinoamericano.

2. A los fines de llevar a cabo estas actividades los Estados Unidos podrán usar las instalaciones dentro de los sitios de defensa, las áreas de coordinación militar y en otras áreas de la República de Panamá que convinieren mutuamente.

3. El Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá se aplicará a la realización de estas actividades en la República de Panamá, salvo según se disponga de otra manera mediante acuerdos entre las Partes.

(a) El personal militar en servicio activo de las Fuerzas Armadas de los Estados Unidos que estuviere asignado a estas actividades será considerado como "Miembros de las Fuerzas" dentro del significado de ese término en el Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

(b) Los empleados de los Estados Unidos asignados a estas actividades que son nacionales de los Estados Unidos, a quienes se les hubiere expedido pasaportes estadounidenses o que fueren nacionales de terceros países sin ser residentes habituales de la República de Panamá, se considerarán "miembros del componente civil" dentro del significado de ese término en el Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

(c) El cónyuge e hijos de las personas a quienes se refieren los subparágrafos (a) y (b) que anteceden y otros parientes de dichas personas que dependieren de ellas para su subsistencia y que vivieren habitualmente con ellos bajo el mismo techo, serán considerados como "Dependientes" dentro del significado de ese término en el Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

(d) El personal militar de otros países latinoamericanos que siga estudios en la República de Panamá de conformidad con el parágrafo (1)(e) de este acuerdo, tendrá derecho a los privilegios autorizados en los artículos XI y XVIII del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

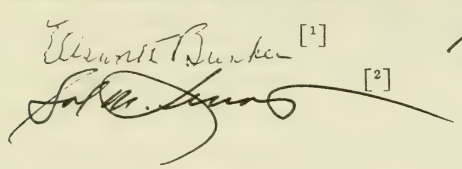
4. Cambios en las actividades listadas anteriormente podrán ser acordados por las Partes por intermedio del Comité Conjunto creado por el Artículo III del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

Este Acuerdo entrará en vigencia al mismo tiempo que el Tratado del Canal de Panamá y expirará cuando expire dicho Tratado, disponiéndose, sin embargo, que la autoridad de los Estados Unidos para ofrecer cursos de estudio al personal militar latinoamericano en la Escuela de las Américas del Ejército de los Estados Unidos, expirará cinco años después de la entrada en vigor del Tratado del Canal de Panamá, a menos que los dos gobiernos acordaren diferentemente.

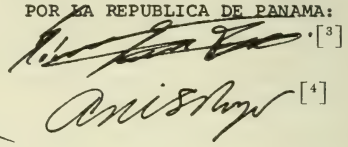
DONE at Washington, this 7th day of September, 1977, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FIRMADO en Washington, a los 7 días de septiembre de 1977, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

FOR THE UNITED STATES OF AMERICA:
POR LOS ESTADOS UNIDOS DE AMERICA:



FOR THE REPUBLIC OF PANAMA:
POR LA REPUBLICA DE PANAMA:



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[1] Ellsworth Bunker.
[2] Sol M. Linowitz.
[3] Rómulo Escobar Bethancourt.
[4] Aristides Royo.

ATTACHMENT

The following is an illustrative description of the manner in which the activities listed in paragraph 1 of the Agreement on Certain Activities of the United States in Panama are presently conducted:

A. Tropic Testing

1. The United States Army Tropic Test Center (USATTC) plans, conducts and reports on tropic environmental phases of development tests and provides advice and guidance on tropic test and evaluations matters to materiel developers, materiel producers, other services, and private industry.

2. Many of the marked climatic, seismic, and biological variations which exist in tropical areas of the world are represented in Panama, providing a singular geographic area in which military hardware can be subjected to tropic environmental extremes.

3. The Center occupies office, barracks, laboratory, maintenance and supply building space, and uses outlying test facilities consisting of 18,868 acres of real estate. These outlying test facilities are: Chiva Chiva test area; Battery McKenzie; Firing Point #6, Empire Range; and Gamboa test area. The latter area consists of approximately 7500 hectares of land located along both sides of the pipeline road from the town site of Gamboa to Gatun Lake, bounded approximately by map coordinates 410085, 355080, 282198, 310217, 375164, 410110. It has been used for developmental tests and for methodology studies

which provide background for studying the effects of a tropic environment on men and materiel. Range areas of the 193d Infantry Brigade, Empire Range, Piñas Light Artillery Range and Piñas Beach are also used by USATTC.

B. Telecommunications, Meteorological, Navigational, and Oceanographic Activities

1. Military Affiliate Radio Station (MARS): serves as a backup communication capability for the military services. Provides morale, health, and welfare communication for military services. Has capability to link with MARS affiliates in the United States.

2. USSOUTHCOM Mission Radio Station: provides voice communications between USSOUTHCOM elements in Panama and United States Military Groups in Central and South America.

3. Inter-American Military Networks:

a. The Inter-American Military Network (RECIM) Station.

b. The Inter-American Telecommunications System for the Air Force (SITFA) Station.

c. The Inter-American Naval Telecommunications Network (IANTN).

These United States military stations in three international networks provide a rapid means of communications among the military services of Latin America on military matters. Most Latin American countries operate their own station in each of these networks.

4. United States Navy Timation Station: A Navy satellite tracking site sponsored by the Navy Research Laboratory (NRL).

The tracking station is part of an overall Department of Defense program called the NAVSTAR Global Positioning System (GPS). The GPS program is directed toward the development and ultimate establishment, by the 1980's, of a system of 24 navigational satellites.

5. United States Army Atmospheric Sciences Laboratory Team: provides meteorological data from Central and South America.

6. Harbor Survey Assistance Program (HARSAP): a United States Naval oceanographic program which assists Western-Hemisphere countries to develop a hydrographic capability by conducting hydrographic surveys of harbors and waters. Data from these surveys are used to produce charts required to support Department of Defense and United States Merchant Marine operations. Additionally, under HARSAP, a new automated hydrographic survey collection and processing system is used to supplement in-country HARSAP survey efforts. This new system, the Hydrographic Survey and Charting System (HYSURCH), consists of a computer processing van, two boats, one officer, six enlisted personnel, six civilian engineers and technicians, and trainees from the host country.

7. Foreign Broadcast Information Service: monitors and translates into English reports appearing in the foreign public media.

C. Inter-American Geodetic Survey (IAGS)

IAGS is a regional activity, with headquarters for Latin American operations located in Panama. It is the nucleus for topographical activities conducted by the various Latin American nations. An IAGS cartography school is also conducted for Latin American students.

D. Humanitarian Relief Operations, Including Search and Rescue

United States military forces in Panama provide humanitarian relief to other Latin American countries in the event of natural disasters and to conduct searches for missing vessels in the waters of various Latin American nations.

E. Schooling for Latin American Military Personnel

1. Inter-American Naval Telecommunications Network Training Facility: conducts a formal course of instruction for operators and technicians of IANTN membership. This facility is supported by the IANTN communication assistance team, whose members are all bilingual.

2. The United States Army School of the Americas (USARSA): provides professional military training in Spanish for the armed forces of 17 Latin American states, accomplished through courses based on United States Army doctrine ranging from the Command and General Staff College Course, Advanced and Basic Officer Courses, and the Cadet Senior-year Course, to the Non-Commissioned Officer Leadership Course. In addition to this emphasis on professional training, the School of the Americas provides specialized training in resources management at the national level, small unit tactics, and technical skills. This latter type of skill training is responsive to particular needs of Latin American states.

3. Inter-American Air Forces Academy (IAAFA): provides professional education in Spanish for officers and technical training in aeronautical specialties for airmen of all the Latin American Republics.

Technical training in Spanish is provided from the unskilled level through the full spectrum of proficiency to the supervisory level, including transition training in new weapons systems. Approximately five percent of the Academy's 100-member instructor corps is composed of guest instructors who assist United States Air Force officers and airmen in conducting the courses. Specialized transition training is offered in the A/T-37, C-130, and UH-1H.

4. Small Craft Instruction and Technical Team (SCIATT): provides to the navies of Central America training in the operation and maintenance of small size boats.

ADJUNTO

A continuación se da una descripción ilustrativa de la forma en que las actividades listadas en el parágrafo 1 del Acuerdo sobre Ciertas Actividades de los Estados Unidos en la República de Panamá se realizan actualmente:

A. Pruebas en el Trópico

1. El Centro de Pruebas Tropicales del Ejército de los Estados Unidos (USATTC) planifica, realiza y prepara informes sobre las fases ambientales tropicales de las pruebas de desarrollo y suministra asesoramiento y normas sobre pruebas en el trópico y en materia de evaluación a diseñadores y productores de equipos, a otros servicios y a la industria privada.

2. Muchas de las marcadas variaciones climatológicas, sísmicas, y biológicas que existen en las áreas tropicales del mundo están representadas en Panamá, que ofrece un área geográfica singular donde los equipos militares pueden someterse a los extremos ambientales del trópico.

3. El Centro ocupa espacio en edificios de oficinas, vivienda, laboratorio, mantenimiento y abastecimiento y utiliza instalaciones de prueba en un área que comprende 18,868 acres de tierra e inmuebles. Estas instalaciones comprenden el área de pruebas de Chiva Chiva, la Batería McKenzie, el Punto de Tiro No. 6, el Campo de Tiro Emperador y el área de pruebas de Gamboa. Esta última área consiste aproximadamente, de 7500 hectáreas de tierras situadas a ambos lados de la carretera del oleoducto, desde el poblado de Gamboa hasta el Lago de Gatún, circunscritas, aproximadamente, por las coordenadas 410085, 355080, 282198, 310217, 375164 y 410110. Se ha usado para pruebas de desarrollo y

estudios de metodología que suministran antecedentes para estudios de los efectos del trópico sobre los seres humanos y los equipos. Los campos de tiro de la Brigada de Infantería 193, El Campo de Tiro Emperador, el Campo de Tiro de Artillería Liviana de Piñas y la Playa de Piñas son también utilizados por el USATTC.

B. Telecomunicaciones y Actividades Meteorológicas, de Navegación y Oceanográficas:

1. Estación de Radio Militar Afiliada (MARS): Suministra capacidad suplementaria de comunicaciones a las Fuerzas. Provee comunicaciones para sustentar la moral, la salud y el bienestar de las Fuerzas Armadas. Tiene capacidad de vinculación con las afiliadas de MARS en los Estados Unidos.

2. Estación de Radio de la Misión del Comando Sur: Provee comunicación oral entre los componentes del Comando Sur en Panamá y los grupos militares de los Estados Unidos en América Central y Sur América.

3. Redes Militares Interamericanas:

(a) La Estación de la Red Militar Interamericana (RECIM).

(b) El Sistema Interamericano de Telecomunicaciones para la Estación de la Fuerza Aérea (SITFA).

(c) La Red Interamericana de Telecomunicaciones Navales (IANTN).

Estas estaciones militares de Estados Unidos en tres redes internacionales proveen un medio rápido de comunicaciones entre los servicios militares de América Latina sobre asuntos militares. La mayoría de los países latinoamericanos manejan su propia estación en cada una de estas redes.

4. Estación de Sincronización de la Marina de Estados Unidos: Es un sitio de la Marina para rastreo de satélites, patrocinado por el Laboratorio Naval de Investigación (NRL). La estación de rastreo es parte de

un programa general del Departamento de Defensa conocido como Sistema Global NAVSTAR de Localización (GPS). El programa GPS está encaminado al desarrollo y establecimiento final en la década de los años ochenta (1980) de un sistema de venticuatro satélites para la navegación.

5. Grupo del Laboratorio de Ciencias Atmosféricas del Ejército de los Estados Unidos: Provee datos meteorológicos de América Central y Sur América.

6. Programa de Ayuda para Estudios Portuarios (HARSAP): Es un programa oceanográfico de la Marina de los Estados Unidos que presta ayuda a los países del Hemisferio Occidental para desarrollar una capacidad en materia de hidrografía mediante los estudios hidrográficos de puertos y aguas. La información que se obtiene de estos estudios se usa en la preparación de cartas necesarias para operaciones de apoyo del Departamento de Defensa y de la Marina Mercante de Estados Unidos. Además, bajo este programa se usa un nuevo sistema automático de elaboración y recolección de estudios hidrográficos para complementar los estudios realizados por el programa en cada país. Este nuevo sistema, es decir, el Sistema de Estudios y Cartas Hidrográficas (HYSURCH), consiste en un camión para elaboración de datos mediante computadoras, dos embarcaciones, un oficial, seis soldados, seis ingenieros y técnicos civiles y aprendices del país anfitrión.

7. Servicio de Información Sobre Radiodifusión Extranjera: Escucha informes difundidos por los medios de comunicación extranjeros y los traduce al inglés.

C. Instituto Geodésico Interamericano (IAGS):

El IAGS es una actividad regional con sede en Panamá para sus operaciones en Latinoamérica. Es el núcleo de las actividades topográficas realizadas por las diversas naciones latinoamericanas. También se ofrece un curso de cartografía del IAGS para estudiantes latinoamericanos.

D. Operaciones de Ayuda Humanitaria, Incluso Búsqueda y Rescate:

Las Fuerzas Militares de Estados Unidos en Panamá serán empleadas para proveer ayuda humanitaria en otros países latinoamericanos en caso de desastres naturales y para realizar búsquedas de naves perdidas en aguas de distintas naciones latinoamericanas.

E. Enseñanza de Personal Militar Latinoamericano:

1. La Instalación de Entrenamiento de la Red Naval Interamericana de Telecomunicaciones: Realiza un curso formal de instrucción para operadores y técnicos de países miembros de la IANTN. Esta instalación está apoyada por el Grupo de Ayuda de Comunicaciones de la IANTN, cuyos miembros son todos bilingües.

2. La Escuela de las Américas del Ejército de Estados Unidos (USARSA): Provee entrenamiento militar profesional en español para las Fuerzas Armadas de diecisiete Estados latinoamericanos, el cual se realiza mediante cursos basados en la doctrina del ejército de Estados Unidos y que abarcan, desde el curso de Comando y Estado Mayor, Cursos Avanzados y Básicos para Oficiales y el Curso para Cadetes graduandos, hasta el Curso de Liderazgo para Suboficiales. Además de este énfasis en el entrenamiento profesional, la Escuela de las Américas provee adiestramiento especializado en el manejo de recursos a nivel

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nacional, tácticas de pequeñas unidades y destrezas técnicas. Este último tipo de adiestramiento responde a las necesidades particulares de los Estados latinoamericanos.

3. La Academia Interamericana de las Fuerzas Aéreas (IAAFA): Imparte educación profesional en español a oficiales y entrenamiento técnico en especialidades aeronáuticas a soldados de las Fuerzas Aéreas de todas la repúblicas latinoamericanas.

El adiestramiento técnico en español se imparte desde el nivel de no calificados, a través de los diversos niveles de competencia, hasta el nivel de supervisión, incluso adiestramiento de transición sobre nuevos sistemas de armas. Aproximadamente el cinco por ciento del cuerpo de cien instructores de la Academia está constituido por instructores invitados que ayudan a los oficiales y soldados de la Fuerza Aérea de los Estados Unidos a realizar estos cursos. El entrenamiento especializado de transición se imparte en las aeronaves tipos A/T-37, C-130 y UH-1H.

4. El Grupo de Instrucción y Técnico de Embarcaciones Pequeñas (SCIATT): Imparte adiestramiento en el manejo y mantenimiento de embarcaciones pequeñas a las fuerzas navales de América Central.

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Management of Radioactive Wastes

Agreement amending and extending the agreement of December 20, 1974.
Signed at Bonn March 19, 1980;
Entered into force March 19, 1980.

AMENDMENT

to the

TECHNICAL EXCHANGE AND COOPERATIVE ARRANGEMENT

of December 20, 1974 [1]

in the field of

MANAGEMENT OF RADIOACTIVE WASTES

WHEREAS

The United States Department of Energy (and its predecessor the United States Atomic Energy Commission), and the Federal Ministry for Research and Technology (BMFT) of the Federal Republic of Germany, have exchanged research and development information in the field of Management of Radioactive Wastes under the terms of an Arrangement between them that became effective on December 20, 1974 (hereinafter called the "Arrangement"); and

WHEREAS

Responsibility for implementing the Arrangement on behalf of the United States is now vested by law in the United States Department of Energy (DOE); and

WHEREAS

DOE and BMFT share common nonproliferation objectives and consequently have mutual interests in further common development of radioactive waste management technology with a view to

[1] TIAS 9067; 29 UST 4544.

improving the use of nuclear technology while minimizing the risks of proliferation;

WHEREAS

DOE and BMFT wish to continue and broaden the scope of their close and long-term cooperation in the field of radioactive waste management including the alternatives of disposal of separated waste products and the disposal of spent fuel under this Arrangement and in accordance with their respective treaties, national laws and regulations;

IT IS AGREED AS FOLLOWS

1. Areas of Cooperation

APPENDIX A (Technical Scope) of the Arrangement is deleted and replaced by the enclosed APPENDIX A.

2. Use and Disclosure of Information

Article 5 of the Arrangement is deleted and replaced by the enclosed APPENDIX B to this Amendment.

3. Duration

The first sentence of Article 14 of the Arrangement is deleted and replaced by the following:

> "This Arrangement shall remain in force until December 31, 1984, and may be further extended by mutual agreement."

4. Additional Organizations

A new Article 16 is added as follows:

"Article 16

"The Parties agree that organizations in both the Federal Republic of Germany and the United States may participate in aspects of the cooperative activities under this Arrangement subject to mutual agreement of the Parties in writing and subject to all the terms and conditions of this Arrangement."

4. Entry into Force

This Amendment shall enter into force upon signature.

Enclosures

Appendix A - Technical Scope

Appendix B - Information Use and Disclosure

Done at Bonn in duplicate in the English and German languages, each equally authentic, this 19th day of March 1980.

FOR THE UNITED STATES DEPARTMENT OF ENERGY	FOR THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY OF THE FEDERAL REPUBLIC OF GERMANY
Walter J. Stoessel, Jr.	Erwin Stahl
NAME: Walter J. Stoessel, Jr.	NAME: E. Stahl
TITLE: Ambassador of the United States of America	TITLE: Parlamentarischer Staatssekretär

APPENDIX A - TECHNICAL SCOPE

The technical areas of cooperation covered by this Arrangement may include:

1. Preparation of waste forms.
2. Decontamination and decommissioning.
3. Surface storage.
4. Characterization of geologic formations.
5. Disposal in geologic formations.
6. Transportation requirements.
7. Operational considerations.
8. Environmental and safety considerations.
9. Public acceptance issues.

Other areas of cooperation may be added by mutual agreement in writing.

APPENDIX B - INFORMATION USE AND DISCLOSURE

1. General

The Parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary information developed prior to or outside the scope of joint activities conducted under this Arrangement, and subject to the provisions of the Patent Addendum to this Arrangement.

2. Use of Proprietary Information

A. Definitions as used in this Arrangement:

(i) The term "information" includes scientific or technical data, results, or methods of research and development, and any other information intended to be provided or exchanged under this Arrangement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

(a) has been held in confidence by its owner;

(b) is of a type which is customarily held in confidence by its owner;

(c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

(d) is not otherwise available to the receiving Party without restriction on its further dissemination.

B. Procedures

(i) A Party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated_____between the United States Department of Energy and the Federal Minister for Research and Technology of the Federal Republic of Germany and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments of the Governments of the United States and the Federal Republic of Germany without the prior approval of:

"This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Arrangement may be disseminated on a need-to-know basis by the receiving Party to:

(a) persons within or employed by the receiving Party, and to departments and agencies of the government of the receiving Party; and

(b) prime or subcontractors of the receiving Party located within or without the geographical limits of the receiving Party's legal jurisdiction, for use only within the framework of its contract(s) with the receiving Party in work relating to the subject matter of the proprietary information and provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in in sub-paragraph (i).

(iii) With the prior written consent of the Party providing proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in sub-paragraph (i). The Parties will cooperate with each other in developing procedures for requesting and obtaining

prior written consent for such wider dissemination, and each Party will use its best efforts to grant such approval to the extent permitted by its policies, regulations and laws.

C. Each Party will exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the confidentiality provisions of this Appendix, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Arrangement and information arising from the attachments of staff, use of facilities, and joint projects will be treated by the Parties according to the principles specified in this Appendix; provided, however, no proprietary information orally communicated will be subject to the limited disclosure requirements of this Arrangement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated and forthwith confirms the notice in writing.

E. Nothing contained in this Arrangement will preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Arrangement.

ERGÄNZUNG
zu der
VEREINBARUNG ÜBER TECHNISCHEN AUSTAUSCH UND ZUSAMMENARBEIT
auf dem Gebiet der
BEHANDLUNG UND BESEITIGUNG RADIOAKTIVER ABFÄLLE
vom 20. Dezember 1974

IN ANBETRACHT DER TATSACHE, DASS

das Bundesministerium für Forschung und Technologie (BMFT) der Bundesrepublik Deutschland und das Ministerium für Energie der Vereinigten Staaten von Amerika (und seine Vorgängerin, die Atomenergiekommission der Vereinigten Staaten von Amerika) Informationen über Forschung und Entwicklung auf dem Gebiet der Behandlung und Beseitigung radioaktiver Abfälle gemäß einer zwischen ihnen geschlossenen und am 20. Dezember 1974 in Kraft getretenen Vereinbarung (im folgenden als die "Vereinbarung" bezeichnet) ausgetauscht haben; und

IN ANBETRACHT DER TATSACHE, DASS

die Zuständigkeit für die Durchführung der Vereinbarung auf amerikanischer Seite inzwischen dem Ministerium für Energie (DOE) der Vereinigten Staaten von Amerika gesetzlich übertragen worden ist; und

IN ANBETRACHT DER TATSACHE, DASS

BMFT und DOE gemeinsame Nichtverbreitungsziele verfolgen und daher ein gemeinsames Interesse an der weiteren gemeinsamen Entwicklung der Technologie für die Behandlung und Beseitigung radioaktiver Abfälle haben mit dem Ziel, die Anwendung der Kerntechnik zu verbessern und dabei gleichzeitig die Gefahren der Weiterverbreitung so gering wie möglich zu halten;

IN ANBETRACHT DER TATSACHE, DASS

BMFT und DOE den Wunsch haben, den Umfang ihrer engen und langfristigen Zusammenarbeit auf dem Gebiet der Behandlung und Beseitigung radioaktiver Abfälle einschließlich der Alternativen der Beseitigung abgetrennter Abfallprodukte und der Beseitigung abgebrannter Brennstoffe gemäß dieser Vereinbarung und im Einklang mit ihren jeweiligen Verträgen sowie innerstaatlichen Gesetzen und Vorschriften zu erweitern;

WIRD FOLGENDES VEREINBART:

1. Themen der Zusammenarbeit

ANHANG A (Technische Themen) der Vereinbarung wird gestrichen und durch den beigefügten ANHANG A ersetzt.

2. Benutzung und Weitergabe von Informationen

Artikel 5 der Vereinbarung wird gestrichen und durch den beigefügten ANHANG B zu dieser Ergänzung ersetzt.

3. Geltungsdauer

Der erste Satz des Artikels 14 der Vereinbarung wird gestrichen und durch folgenden Satz ersetzt:

" Diese Vereinbarung bleibt bis zum 31. Dezember 1984 in Kraft und kann im gegenseitigen Einvernehmen verlängert werden. "

4. Andere Stellen

Ein neuer Artikel 16 mit folgendem Wortlaut wird aufgenommen:

" Artikel 16
Die Vertragsparteien vereinbaren, daß vorbehaltlich des schriftlichen Einvernehmens der Vertragsparteien und unter Beachtung aller Bestimmungen dieser Vereinbarung auch andere Stellen sowohl in der Bundesrepublik Deutschland als auch in den Vereinigten Staaten von Amerika an Teilfragen der Zusammenarbeit im Rahmen dieser Vereinbarung mitarbeiten können. "

5. Inkrafttreten

Diese Ergänzung tritt mit ihrer Unterzeichnung in Kraft.

Anlagen

Anhang A - Technische Themen
Anhang B - Benutzung und Weitergabe von Informationen

Geschehen zu Bonn am 19. März 198o in zwei Urschriften in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für den Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland

Erwin Stahl

Name:

Titel: Parlamentarischer Staatssekretär

Für das Ministerium für Energie der Vereinigten Staaten von Amerika

Walter J. Stoessel, Jr.

Name:

Titel: Botschafter der Vereinigten Staaten von Amerika

ANHANG A - Technische Themen der Zusammenarbeit

Zu den Themen der technischen Zusammenarbeit im Rahmen dieser Vereinbarung können gehören:

1. Vorbereitung der Abfallarten
2. Dekontaminierung und Beseitigung
3. Oberirdische Lagerung
4. Beschreibung geologischer Formationen
5. Endlagerung in geologischen Formationen
6. Anforderungen an den Transport
7. Betriebstechnische Erwägungen
8. Umwelt- und Sicherheitsüberlegungen
9. Akzeptanzprobleme in der Öffentlichkeit

Diese Liste kann im gegenseitigen Einvernehmen durch weitere Themen für die Zusammenarbeit schriftlich ergänzt werden.

ANHANG B - Benutzung und Weitergabe von Informationen

1. Allgemeines

Vorbehaltlich der Notwendigkeit, schutzfähige Informationen zu schützen, die bereits vor den oder nicht im Rahmen der gemäß dieser Vereinbarung durchgeführten gemeinsamen Aktivitäten entstanden sind, und vorbehaltlich der Patentregelungen, die in den Zusatzbestimmungen über Patente zu dieser Vereinbarung niedergelegt sind, unterstützen die Vertragsparteien eine möglichst umfassende Weitergabe der im Rahmen dieser Vereinbarung zur Verfügung gestellten oder ausgetauschten Informationen.

2. Benutzung rechtlich geschützter Informationen

A. Definitionen, die in dieser Vereinbarung benutzt werden:

(i) Der Begriff "Informationen" umfaßt wissenschaftliche bzw. technische Daten, Ergebnisse oder Forschungs- und Entwicklungsmethoden sowie jede andere Information, die im Rahmen dieser Vereinbarung zur Verfügung gestellt oder ausgetauscht werden soll.

(ii) Der Begriff "rechtlich geschützte Informationen" bezieht sich auf Informationen, die Betriebsgeheimnisse bzw. kommerzielle oder finanzielle Informationen, die bevorrechtigt oder vertraulich sind, enthalten; dazu können z.B. Informationen gehören, die

(a) von ihrem Eigentümer als vertraulich behandelt worden sind;

(b) üblicherweise von ihrem Eigentümer als vertraulich behandelt werden;

(c) von der übermittelnden Vertragspartei an andere Stellen (einschließlich der empfangenden Vertragspartei) nur unter der Bedingung übermittelt worden sind, daß die Informationen vertraulich behandelt werden; und

(d) der empfangenden Vertragspartei nur mit Einschränkungen bezüglich ihrer Weitergabe zugänglich sind.

B. Verfahren

(i) Eine Vertragspartei, die gemäß dieser Vereinbarung rechtlich geschützte Informationen erhält, beachtet die Bevorrechtigung der Informationen. Jedes Dokument, das rechtlich geschützte Informationen enthält, wird mit dem folgenden (oder einem im wesentlichen ähnlichen) einschränkenden Vermerk gekennzeichnet:

" Dieses Dokument enthält rechtlich geschützte Informationen, die im Rahmen einer Vereinbarung zwischen dem Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland und dem Ministerium für Energie der Vereinigten Staaten vom ..... als vertrauliche Informationen zur Verfügung gestellt werden, und darf außer an diese Stellen, ihre Auftragnehmer, Lizenznehmer und die betreffenden Ministerien der Regierungen der Bundesrepublik Deutschland und der Vereinigten Staaten ohne die vorherige Genehmigung durch

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nicht weitergegeben werden.
Dieser Vermerk ist auf jeder Reproduktion dieses Dokuments gleichgültig, ob es sich um das gesamte Dokument oder Teile davon handelt, anzubringen. Diese Beschränkungen entfallen automatisch, wenn diese Informationen vom Eigentümer ohne Beschränkung weitergegeben werden. "

(ii) Rechtlich geschützte Informationen, die im Rahmen dieser Vereinbarung als vertraulich empfangen werden, können von der empfangenden Vertragspartei nach dem Grundsatz "Kenntnis nur, wenn nötig" weitergegeben werden an:

(a) Personen im Zuständigkeitsbereich des Empfängers oder von diesem beschäftigte Personen sowie an Ministerien und Regierungsstellen der empfangenden Vertragspartei;

(b) Haupt- oder Unterauftragnehmer der empfangenden Vertragspartei, innerhalb oder außerhalb der geographischen Grenzen der Zuständigkeit der empfangenden Vertragspartei, jedoch nur zur Verwendung im Rahmen ihres Vertrages oder ihrer Verträge mit der empfangenden Vertragspartei bei Arbeiten im Zusammenhang mit dem Gegenstand der rechtlich geschützten Information und unter der Voraussetzung, daß jede auf diese Weise weitergegebene rechtlich geschützte Information einer Absprache über ihre Vertraulichkeit unterliegt und mit einem einschränkenden Vermerk gekennzeichnet wird, der im wesentlichen dem Wortlaut entspricht, der in Unterabsatz (i) angeführt ist.

(iii) Mit der vorherigen schriftlichen Zustimmung der Vertragspartei, die rechtlich geschützte Informationen gemäß dieser Vereinbarung zur Verfügung stellt, kann die empfangende Vertragspartei diese rechtlich geschützten Informationen im größeren Umfange weitergeben als in Unterabsatz (i) zugelassen. Die Vertragsparteien werden gemeinsam Verfahren entwickeln, wie die vorherige schriftliche Zustimmung einer solchen weniger eingeschränkten Weitergabe beantragt und eingeholt wird; jede Vertragspartei wird sich bemühen, eine solche Zustimmung zu erteilen, insoweit die bei ihr geltenden Grundsätze, Vorschriften und Gesetze dies zulassen.

C. Die Vertragsparteien werden alle Anstrengungen unternehmen, um sicherzustellen, daß die von ihnen im Rahmen dieser Vereinbarung empfangenen schutzfähigen Informationen entsprechend den Bestimmungen dieser Vereinbarung geschützt werden. Falls eine der Vertragsparteien erkennt, daß sie nicht in der Lage sein wird oder voraussichtlich kaum in der Lage sein wird, die in diesem Anhang festgelegten Bestimmungen über die vertrauliche Behandlung einzuhalten, wird sie die andere Vertragspartei unverzüglich davon unterrichten. Sodann werden sich die Vertragsparteien über eine geeignete Vorgehensweise verständigen.

D. Informationen, die sich aus Seminaren und anderen Zusammenkünften im Rahmen dieser Vereinbarung ergeben, sowie Informationen, die sich aus Personalabstellungen, der Benutzung von Anlagen und aus gemeinsamen Projekten ergeben, werden von den Vertragsparteien entsprechend den in diesem Anhang aufgeführten Grundsätzen behandelt; mündlich übermittelte rechtlich geschützte Informationen unterliegen jedoch den Bestimmungen dieser Vereinbarung über die eingeschränkte Weitergabe nur dann, wenn derjenige, der eine solche Information einem anderen übermittelt, den Empfänger von der Schutzfähigkeit der übermittelten Information in Kenntnis setzt und dies sofort schriftlich bestätigt.

E. Keine Bestimmung dieser Vereinbarung soll die Benutzung oder Weitergabe von Informationen verhindern, die eine Vertragspartei aufgrund anderer, nicht in dieser Vereinbarung niedergelegten Regelungen erhält.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Trade in Textiles

Agreement amending the agreement of October 26 and 27, 1978.
Effected by exchange of notes
Dated at Belgrade July 15 and September 12, 1980;
Entered into force February 28, 1981.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

No. 43

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Agreement Between the United States of America and The Socialist Federal Republic of Yugoslavia Concerning Trade In Men's and Boys' Wool and Man-made Fiber Suits, effected by exchange of notes October 26 and 27, 1978 [1] ("The Agreement").

The Embassy proposes that The Agreement be amended as follows:

—Paragraph one shall be changed to read, for each calendar year (Agreement Year) during the period from January 1, 1978 through December 31, 1983, exports of men's and boys' wool and man-made fiber suits from Yugoslavia to the United States are subject to the limits set out in this Agreement."

—The second sentence in paragraph two shall be changed to read, "The group limit shall be increased by six percent annually for calendar years (Agreement Years) 1979 through 1983."

—The second sentence in paragraph three shall be changed to read, "This limit, 92,400 units in the first calendar year (Agreement Year), shall be increased by one percent annually for calendar years 1979 through 1983."

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[1] TIAS 9447; 30 UST 4063.

—The first sentence in paragraph five shall be changed to read, "During any calendar year (Agreement Year) exports may exceed the group limit by a maximum of 11 percent by allocating to such limit an unused portion of the corresponding limit for the previous calendar year (carryover) or a portion of the corresponding limit for the succeeding calendar year (carry forward), provided that carry over shall not be applied to calendar year 1978 and carry forward shall not be applied to calendar year 1983."

If the foregoing proposal is acceptable to the Government of The Socialist Federal Republic of Yugoslavia, this note and the Secretariat's note of confirmation on behalf of the Government of The Socialist Federal Republic of Yugoslavia shall constitute an amendment to The Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of The Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
BELGRADE, *July 15, 1980*

The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

No. 440499

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to confirm the receipt of the Embassy's Note No. 43 of 15 July 1980, relating to the Agreement between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America concerning Trade in Men's and Boy's Wool and Man-made Fiber Suits, effected by exchange of notes of 26 and 27 October 1978, the text of which reads as follows:

" No. 43

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honour to refere to the Agreement Between the United States of America and the Socialist Federal Republic of Yugoslavia Concerning

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

Trade In Men's and Boy's Wool And Man-made Fiber Suits, effected by exchange of notes October 26 and 27, 1978, /"The Agreement"/.

The Embassy proposes that the Agreement be amended as follows:

- Paragraph one shall be changed to read, "for each calendar year /Agreement Year/ during the period from January 1, 1978 through December 31, 1983, exports of men's and boy's wool and man-made fiber suits from Yugoslavia to the United States are subject to the limits set out in this Agreement."

- The second sentence in paragraph two shall be changed to read, "The group limit shall be increased by six percent annually for calendar years /Agreement Years/ 1979 through 1983."

- The second sentence in paragraph three shall be changed to read, "This limit, 92,4oo units in the first calendar year /Agreement Year/, shall be increased by one percent annually for calendar years 1979 through 1983."

- The first sentence in paragraph five shall be changed to read, "During any calendar year /Agreement Year/ exports may exceed the group limit by a maximum of 11 percent by allocating to such limit an unused portion of the corresponding limit for the previous

calendar year /carryover/ or a portion of the corresponding limit for the succeding calendar year /carry forward/, provided that carry over shall not be applied to calendar year 1978 and carry forward shall not be applied to calendar year 1983."

If the foregoing proposal is acceptable to the Government of the Socialist Federal Republic of Yugoslavia, this note and the Secretariat's note of confirmation on behalf of the Government of The Socialist Federal Reublic of Yugoslavia shall constitute an amendment to the Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration."

The Federal Secretariat for Foreign Affairs has the honour to inform the Embassy of the United States of America that the Federal Executive Council has approved the text of the said Note and agreed that the said note and the reply of the Federal Secretariat for Foreign Affairs be considered as an amendment to the Agreement between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America

concerning Trade in Men's and Boy's Wool and Man-made Fiber Suits. This amendment to the Agreement is subject to approval by the competent authorities of the two sides.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, 12 Septemb[illegible] 1[illegible]8

PANAMA

Cultural Relations: Library and Museum

Agreement effected by exchange of notes
Signed at Panama September 24, 1979;
Entered into force September 24, 1979.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 125

Excellency:

I have the honor to refer to paragraph 16 of the Agreed Minute to the Agreement in Implementation of Article III of the Panama Canal Treaty,[1] which concerns the Library and Museum that the United States established in 1914, and which currently operates in the Civil Affairs Building in Ancon (Building 0610). The Treaty recognized the mutual interest of the two countries in the cultural role that such Library and Museum serves, permitting the scholars and researchers of both countries and of other parts of the world knowledge of the historic materials that form part of the collections that exist there. Accordingly, paragraph 16, cited above, provides that, notwithstanding other provisions of the Treaty, during the life of the same, the Panama Canal Commission may continue using the portions of the Civil Affairs Building in which the Library and Museum operations are carried out, so that they can continue providing all the services that they currently provide.

Consistent with the above, I have the honor to inform you that my Government desires to obtain the consent of the Government of Panama to continue using the portion of the grounds of the

[1] TIAS 10031; *ante*, p. 141.

railroad station in Balboa Heights in order that the Panama Canal Commission may maintain on display various items from the museum collection. In this connection, I wish to confirm the understanding of our Governments that in conducting the surveys called for by Annex A to the Agreement in Implementation of Article III, the portions of the Civil Affairs Building referred to in paragraph 16 of the Agreed Minute, and also the sites at the railroad station at Balboa Heights on which items from the museum collection are currently displayed, will be precisely identified and described together with the other installations outside of the Canal operating areas whose use has been made available to the United States, as set forth in paragraph 1 of the aforementioned Annex. Nevertheless, in case that the Government of Panama decides to use the portion of the grounds of the railroad station at Balboa Heights which is referred to in this paragraph, it will communicate its decision to the Panama Canal Commission with no less than a year's notice so that arrangements can be worked out for reinstalling the display of items from the museum collection in another place in the territory of the Republic of Panama.

I wish, finally, to confirm our understanding that, in accordance with paragraph 10 of Article IX

of the Panama Canal Treaty,[1] Your Excellency's Government will provide adequate security for the activities of the Library and Museum.

Accept, Excellency, the assurances of my highest consideration.

Ambler H. Moss, Jr.

Embassy of the United States of America,
Panama, September 24, 1979.

[1] TIAS 10030; *ante*, p. 39.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-150

24 de septiembre de 1979

Excelencia:

Tengo el honor de avisar recibo de la nota de Su Excelencia fechada hoy cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de referirme al parágrafo 16 del Acta Convenida sobre el Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá, concerniente a la Biblioteca y el Museo que los Estados Unidos establecieron en el año de 1914 y funciona actualmente en el edificio de Asuntos Civiles en Ancón (Edificio 0610). El Tratado reconoció el interés mutuo de los dos países en la función cultural que cumple dicha Biblioteca y Museo permitiendo a los estudiosos e investigadores de ambos países y otras partes del mundo el conocimiento de los materiales históricos que hacen parte de las colecciones que allí existen. A tal efecto, el parágrafo 16 antes citado estipula que, no obstante otras disposiciones del Tratado, durante la vigencia del mismo, la Comisión del Canal de Panamá podrá continuar usando las partes del edificio de Asuntos Civiles en las cuales se realizan las actividades de la Biblioteca y del Museo, de modo que puedan seguir prestando todos los servicios que suministran corrientemente.

En conformidad

A Su Excelencia Señor
Ambler Moss,
Embajador de los Estados Unidos de América,
Presente

En conformidad con lo anterior, tengo el honor de expresarle que mi Gobierno desea obtener del Gobierno panameño el consentimiento para continuar usando la parte de los terrenos donde está ubicada la estación del ferrocarril en los Altos de Balboa para que la Comisión del Canal de Panamá mantenga en exposición varias piezas de la colección del Museo. En relación con ello, deseo confirmar el entendimiento de nuestros Gobiernos de que para el desarrollo de los estudios señalados en el Anexo A al Acuerdo para la Ejecución del Artículo III, las partes del edificio de Asuntos Civiles descritas en el parágrafo 16 del Acta Convenida y también los sitios de la estación del ferrocarril de los Altos de Balboa donde se exhiben actualmente piezas de la colección del Museo, se identifiquen y describan precisamente junto con otras instalaciones situadas fuera del área de funcionamiento del canal cuyo uso ha sido permitido a los Estados Unidos, según lo determina el parágrafo 1 del anexo citado. No obstante, siempre que el Gobierno de Panamá decidiere utilizar la parte de los terrenos de la estación del ferrocarril en los Altos de Balboa a que se refiere este párrafo, comunicará su decisión a la Comisión del Canal de Panamá con antelación no menor de un año de modo que puedan concertarse arreglos para la reinstalación de la exposición de piezas del Museo en otro lugar del territorio de la República de Panamá.

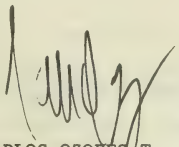
Deseo finalmente confirmar el entendimiento de que, conforme al parágrafo 9 del artículo IX del Tratado del Canal de Panamá, el Gobierno de Vuestra Excelencia dará la seguridad adecuada a las actividades de la Biblioteca y el Museo aquí mencionados.

Acepte, Excelencia, las seguridades de mi más alta consideración."

Tengo

Tengo el honor de confirmarle que mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma, constituirán un acuerdo entre nuestros dos Gobiernos.

Renuevo a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.



CARLOS OZORES T.
Ministro de Relaciones Exteriores

73-634 - 88 - 18

TRANSLATION

REPUBLIC OF PANAMA
Ministry of Foreign Relations
Panama 4, Panama

DM-150 September 24, 1979

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

[For the English language text, see pp. 534-536.]

I have the honor to confirm to you that my Government accepts the terms of the transcribed note and that, therefore, it also agrees that the aforesaid note and this reply thereto shall constitute an agreement between our two Governments.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

Carlos Ozores T.

Carlos Ozores T.
Minister of Foreign Relations

His Excellency
Ambler Moss,
Ambassador of the United States of America,
Panama City.

PANAMA

Panama Canal Treaty: Combined Board

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-153
1° de octubre de 1979

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia en referencia al Artículo IV del Tratado del Canal de Panamá firmado el 7 de septiembre de 1977, y a recientes conversaciones entre Representantes de ambos Gobiernos relacionadas con el establecimiento de la Junta Combinada.

En representación de mi Gobierno, me es grato proponerle lo siguiente:

La Junta Combinada queda establecida a partir del 1° de octubre de 1979, según estipula el Artículo IV, párrafo 3, del Tratado del Canal de Panamá.

Panamá,

A Su Excelencia,
Ambler H. Moss, Jr.,
Embajador de los Estados Unidos de América
Panamá

La Junta Combinada está compuesta por igual número de Representantes militares de alto rango de la República de Panamá y los Estados Unidos de América, quienes serán nombrados por el Comandante en Jefe de la Guardia Nacional de la República de Panamá y el Comandante en Jefe de las Fuerzas Armadas de los Estados Unidos de América en Panamá, respectivamente.

Los Representantes están encargados por ambos Gobiernos de consultar y cooperar en todos los asuntos relativos a la protección y defensa del Canal y de planificar las medidas que deberán tomarse para tal propósito. La Junta Combinada se encargará de la coordinación y cooperación según se establece en el Artículo IV, párrafo 3, del Tratado del Canal de Panamá, y se regirá por el Artículo IV, párrafos 3 y 4 de dicho Tratado, estipulaciones que se adjuntan como referencia.

Propongo a Vuestra Excelencia que la presente nota y la nota de respuesta en la que conste la aceptación de su Gobierno constituyan un Acuerdo entre ambos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores

TRATADO DEL CANAL DE PANAMA

ARTICULO IV

PROTECCION Y DEFENSA

3. Con el fin de facilitar la participación y cooperación de las Fuerzas Armadas de ambas Partes en la protección y defensa del Canal, la República de Panamá y los Estados Unidos de América establecerán una Junta Combinada compuesta por un número igual de representantes militares de alto rango de cada Parte. Estos representantes estarán encargados por sus respectivos gobiernos de consultar y cooperar en todos los asuntos relativos a la protección y defensa del Canal y de planificar las medidas que deberán tomarse en concierto para tal fin. Dichos acuerdos para la protección y defensa combinada no restringirán la identidad ni las líneas de mando de las Fuerzas Armadas de la República de Panamá o de los Estados Unidos de América. La Junta Combinada se encargará de la coordinación y cooperación en asuntos como:

   (a) La preparación de planes de contingencia para la protección y defensa del Canal a base de los esfuerzos cooperativos de las Fuerzas Armadas de ambas Partes;

   (b) La planificación y ejecución de ejercicios militares combinados; y

   (c) La ejecución de operaciones militares panameñas y estadounidenses para la protección y defensa del Canal.

4. La Junta Combinada, a intervalos quinquenales, durante la vida de este tratado, examinará los recursos que ambas Partes hubiesen dispuesto para la protección y defensa del Canal. Además, la Junta Combinada formulará a los dos Gobiernos recomendaciones adecuadas en relación con las necesidades proyectadas, la eficaz utilización de los recursos disponibles por ambas Partes y otros asuntos de interés mutuo referentes a la protección y defensa del Canal.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 186 PANAMA, *October 1, 1979*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which reads as follows:

"MR. AMBASSADOR:

I have the honor to refer Your Excellency to Article IV of the Panama Canal Treaty signed September 7, 1977, [1] and to recent discussions between representatives of our two Governments relating to establishment of the Combined Board.

In the name of my Government, I propose the following:

Pursuant to Paragraph 3 of Article IV of that Treaty, the Combined Board is established as of October 1, 1979.

The Combined Board is comprised of an equal number of senior military representatives of the Republic of Panama and the United States of America, to be appointed by the Commander in Chief of Panamanian forces and the Commander in Chief of United States forces in Panama, respectively.

These representatives have been charged by both Governments with consulting and cooperating on all matters pertaining to the protection and defense of the Canal, and with planning for actions to be taken in concert for that purpose. The Combined Board shall provide for coordination and cooperation as provided in Paragraph 3 of Article IV of the Panama Canal Treaty, and shall be governed by Paragraphs 3 and 4 of Article IV of that Treaty, the provisions of which are attached for reference.

I propose to Your Excellency that this Note and your Note in response indicating the acceptance of your Government constitute an agreement between both Governments.

Accept, Excellency, the renewed assurance of my highest consideration.

CARLOS OZORES T.

Minister of Foreign Relations"

I have the honor to confirm the foregoing arrangements on behalf of my Government and to confirm that Your Excellency's Note and this Note shall constitute an agreement between our two Governments

[1] TIAS 10030; *ante*, p. 39.

concerning this matter, which shall take effect on the date of entry into force of the Panama Canal Treaty.

Accept, Excellency, the renewed assurances of my highest consideration.

AMBLER H. MOSS, JR.

His Excellency
CARLOS OZORES T.,
Minister of Foreign Relations,
Panama.

PANAMA CANAL TREATY

ARTICLE IV

PROTECTION AND DEFENSE

3. In order to facilitate the participation and cooperation of the armed forces of both Parties in the protection and defense of the Canal, the United States of America and the Republic of Panama shall establish a Combined Board comprised of an equal number of senior military representatives of each Party. These representatives shall be charged by their respective governments with consulting and cooperating on all matters pertaining to the protection and defense of the Canal, and with planning for actions to be taken in concert for that purpose. Such combined protection and defense arrangements shall not inhibit the identity or lines of authority of the armed forces of the United States of America or the Republic of Panama. The Combined Board shall provide for coordination and cooperation concerning such matters as:

   (a) The preparation of contingency plans for the protection and defense of the Canal based upon the cooperative efforts of the armed forces of both Parties;

   (b) The planning and conduct of combined military exercises; and

   (c) The conduct of United States and Panamanian military operations with respect to the protection and defense of the Canal.

4. The Combined Board shall, at five-year intervals throughout the duration of this Treaty, review the resources being made available by the two Parties for the protection and defense of the Canal. Also, the Combined Board shall make appropriate recommendations to the two Governments respecting projected requirements, the efficient utilization of available resources of the two Parties, and other matters of mutual interest with respect to the protection and defense of the Canal.

PANAMA

Panama Canal Treaty: Coordinating Committee

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-155

1° de octubre de 1979

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia para referirme al Artículo II del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá, firmado el 7 de septiembre de 1977, y a conversaciones recientes entre nuestros Gobiernos relacionadas con el establecimiento de la Comisión Coordinadora.

Al respecto, me es grato proponer a Vuestra Excelencia lo siguiente:

La Comisión Coordinadora queda establecida, a partir del 1° de octubre de 1979, según estipula el Artículo II, párrafo 1, del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá.

La Comisión Coordinadora se compondrá de un Representante de la República de Panamá y un Representante de los Estados Unidos de América.

Cada Gobierno designará un Auxiliar, o más según fuere mutuamente convenido sobre base paritaria; y autorizará a su Representante, o al Auxiliar que actúe en su reemplazo, para comunicar al del otro Gobierno las designaciones y cambios posteriores que ocurran en la propia Representación.

Las actividades de la Comisión Coordinadora se basarán en las estipulaciones del Artículo II del Acuerdo para la

Ejecución del

Su Excelencia
Ambler H. Moss Jr.
Embajador de los Estados Unidos de América
Panamá

Ejecución del Artículo III del Tratado del Canal de Panamá del 7 de septiembre de 1977, y ejercerá las funciones específicamente señaladas en las disposiciones de ese Acuerdo y otras que le sean encomendadas por ambos Gobiernos para la ejecución del mismo.

Propongo a Vuestra Excelencia que la presente nota y la nota respuesta en la que conste la conformidad de su Gobierno, constituyan un Acuerdo entre ambos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 138 Panama, October 1, 1979

Excellency:

I have the honor to refer to your note of today's date concerning the establishment of the Coordinating Committee, which reads:

"Mr. Ambassador:

I have the honor to address Your Excellency with reference to Article II of the Agreement in Implementation of Article III of the Panama Canal Treaty, signed on September 7, 1977,[1] and to recent conversations held between our governments related to the establishment of the Coordinating Committee.

In this respect, I am pleased to propose the following:

The Coordinating Committee is established, as of October 1, 1979, in accordance with Article II, paragraph 1, of the Agreement in Implementation of Article III of the Panama Canal Treaty.

The Coordinating Committee will be composed of one Representative of the Republic of Panama and one Representative of the United States of America.

Each Government will designate one Deputy, or more on a parity basis as may be mutually agreed, and will authorize its Representative, or the Deputy acting as his replacement, to communicate to the other government the designations and later changes which may occur in their own Representation.

His Excellency
Carlos Ozores T.,
Minister of Foreign Relations,
Panama.

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[1] TIAS 10031; *ante*, p. 141.

The Coordinating Committee activities will be based on the provisions of Article II of the Agreement in Implementation of Article III of the Panama Canal Treaty dated September 7, 1977, and shall perform the functions specifically indicated by the provisions of that Agreement, and others which shall be entrusted to it by both Governments concerning the implementation of such Agreement.

I propose to Your Excellency that this note and your note in response indicating acceptance by your Government will constitute an Agreement between both Governments.

I take the opportunity to reiterate to Your Excellency the assurances of my highest consideration.

/S/ Carlos Ozores T.

Minister of Foreign Relations"

I have the honor to confirm the foregoing arrangements on behalf of my Government, and to confirm that Your Excellency's note and this note shall constitute an Agreement between our two Governments concerning this matter, which will enter into force on October 1, 1979.

Accept, Excellency, the renewed assurances of my highest consideration.

Ambler H. Moss, Jr.

PANAMA

Panama Canal Treaty: Joint Committee

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-156

1° de octubre de 1979

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia para referirme al Artículo IV del Tratado del Canal de Panamá, firmado el 7 de septiembre de 1979, y al Artículo III del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá, así como a recientes conversaciones entre Representantes de ambos Gobiernos, relacionadas con el establecimiento del Comité Conjunto.

En nombre del Gobierno de la República de Panamá me es grato proponerle lo siguiente:

El Comité Conjunto queda establecido a partir del 1° de octubre de 1979, según estipula el Artículo III, párrafo 1, del Acuerdo para la Ejecución del Artículo IV del Tratado.

El Comandante en Jefe de la Guardia Nacional de la República de Panamá y el Comandante en Jefe de las Fuerzas Armadas de los Estados Unidos de América en Panamá nombrarán cada uno al Representante que actuará en representación de su propio Gobierno; representación ésta que incluye la facultad de negociar y concluir los arreglos necesarios

Su Excelencia
Ambler H. Moss Jr.
Embajador de los Estados Unidos de América
Panamá

arreglos necesarios referentes a los asuntos que sean competencia del Comité Conjunto, como se establece en el Artículo III, párrafo 2, del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá. Cada Representante tendrá uno o más Auxiliares sobre base paritaria que serán designados por el Representante de la República de Panamá y el de los Estados Unidos de América, respectivamente. Cada Representante del Comité Conjunto o el Auxiliar que actúe en su reemplazo está autorizado para notificar al Representante del otro Gobierno los cambios en la propia representación.

En el desempeño de sus actividades, el Comité Conjunto se sujetará a las estipulaciones del Artículo III del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá del 7 de septiembre de 1977, las cuales aparecen transcritas en el Anexo.

Propongo a Vuestra Excelencia, que la presente nota y la nota respuesta en la que conste la aceptación de su Gobierno constituyan un acuerdo entre ambos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministerio de Relaciones Exteriores

ACUERDO PARA LA EJECUCION DEL ARTICULO IV
DEL TRATADO DEL CANAL DE PANAMA

ARTICULO III

Comité Conjunto

1. Habrá un Comité Conjunto que comenzará a funcionar al entrar en vigencia este acuerdo, compuesto por un representante de la República de Panamá y uno de los Estados Unidos de América, del nivel y rango que ambos Gobiernos acuerden, y quienes podrán tener uno o más auxiliares, sobre una base paritaria.

2. El Comité Conjunto ejercerá las funciones que específicamente le señalen las disposiciones contenidas en este acuerdo y otras que le sean encomendadas por ambos Gobiernos para la ejecución del mismo.

3. El Comité Conjunto determinará sus reglas de procedimiento dentro del espíritu de este acuerdo y podrá designar los sub-comités que considere necesarios para el cumplimiento de sus funciones.

4. El Comité Conjunto será organizado de tal manera que se pueda reunir con prontitud y en cualquier momento, a solicitud del representante de la República de Panamá o del de los Estados Unidos. El Comité Conjunto enviará un informe mensual sobre actividades a los Gobiernos de Panamá y de los Estados Unidos de América.

5. El Comité Conjunto referirá a los dos Gobiernos, para su consideración a través de los conductos apropiados, cualesquiera asuntos que no haya podido resolver.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 139 Panama, October 1, 1979

Excellency:

I have the honor to acknowledge receipt of Your Excellency's Note of today's date, which reads as follows:

"Mr. Ambassador:

I have the honor to address Your Excellency in reference to Article IV of the Panama Canal Treaty signed September 7, 1977,[1] and to Article III of the Agreement in Implementation of Article IV of the Panama Canal Treaty,[2] as well as to recent discussions between representatives of our two governments relating to establishment of the Joint Committee.

In the name of the Government of the Republic of Panama, I propose the following:

Pursuant to Paragraph (1) of Article III of the Agreement in Implementation of Article IV of the Panama Canal Treaty of September 7, 1977, the Joint Committee is established.

The Commander in Chief of Panamanian forces and the Commander in Chief of the United States armed forces in Panama shall each appoint a representative to act for our respective governments, including the negotiation and conclusion of necessary arrangements, in matters within the

His Excellency

Carlos Ozores T.,

Minister of Foreign Relations,

Panama.

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[1] TIAS 10030; *ante*, p. 39.
[2] TIAS 10032; *ante*, p. 307.

cognizance of the Joint Committee under paragraph (2) of Article III of the Agreement in Implementation of Article IV of the Panama Canal Treaty.

Each shall have one or more deputies on a parity basis to be designated by the Panamanian and United States representatives, respectively.

Each representative on the Joint Committee or the Deputy acting for him in his absence is authorized to notify the representative of the other government of changes in the representation of his own government.

In carrying out its activities, the Joint Committee shall be governed by the provisions of Article III of the Agreement in Implementation of Article IV of that Treaty. For reference, those provisions are set out in the Annex hereto.

I propose to Your Excellency that this note and your note in response indicating the acceptance of your government constitute an agreement between both governments.

I take this occasion to renew to Your Excellency the assurance of my highest consideration.

/S/ Carlos Ozores T.

Minister of Foreign Relations"

I have the honor to confirm the foregoing arrangements on behalf of my government and to confirm that Your Excellency's note and this note shall constitute an agreement between our two governments concerning the establishment of the Joint Committee, which shall take effect on the date of the entry into force of the Panama Canal Treaty.

Accept, Excellency, the renewed assurances of my highest consideration.

Ambler H. Moss, Jr.

AGREEMENT IN IMPLEMENTATION OF ARTICLE IV OF THE PANAMA CANAL TREATY

ARTICLE III

JOINT COMMITTEE

(1) A Joint Committee shall be established which shall start to function upon the entry into force of this Agreement and which shall be composed of a representative of the Republic of Panama and of the United States of America at the level and rank to be agreed upon by both Governments, and who may have one or more deputies, on a parity basis.

(2) The Joint Committee shall perform the functions specifically indicated by the provisions of this Agreement, and others entrusted to it by both Governments concerning the implementation of this Agreement.

(3) The Joint Committee shall determine its rules of procedure within the spirit of this Agreement and may designate the subcommittees it may deem necessary for the fulfillment of its functions.

(4) The Joint Committee shall be organized in such a manner that it may meet promptly and at any time upon request of the representative of the Republic of Panama or of the United States. The Joint Committee shall send a monthly report on its activities to the Governments of the Republic of Panama and the United States.

(5) The Joint Committee shall refer to the two Governments, for their consideration through appropriate channels, any matters which it has not been able to resolve.

PANAMA

Panama Canal Treaty: Consultative Committee

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-152

1° de octubre de 1979

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia en referencia al Artículo III, párrafo 7, del Tratado del Canal de Panamá, firmado el 7 de septiembre de 1977 y a las conversaciones recientes entre Representantes de nuestros Gobiernos, concernientes al establecimiento del Comité Consultivo.

Sobre el particular, me es grato proponer a Vuestra Excelencia, lo siguiente:

El Comité Consultivo queda establecido a partir del 1° de octubre de 1979, según estipula el Artículo III, párrafo 7, del Tratado del Canal de Panamá.

El Comité Consultivo se compone de tres Representantes de la República de Panamá y tres Representantes de los Estados Unidos de América.

El Comité Consultivo tendrá la facultad de nombrar los Sub-Comités que estime necesario y asesorará a la República de Panamá y a los Estados Unidos de América en cuestiones de política que afecten al funcionamiento del Canal.

En vista del interés especial de ambas Partes en la continuidad y eficiencia del funcionamiento del Canal en el futuro,

Su Excelencia
Ambler H. Moss Jr.
Embajador de los Estados Unidos de América
Panamá

en el futuro, el Comité Consultivo asesorará en cuestiones tales como política general de peajes; política de empleo y adiestramiento para incrementar la participación de ciudadanos panameños en el manejo del Canal y políticas internacionales sobre asuntos concernientes al Canal.

Ambos Gobiernos se comprometen a informarse oportunamente sobre la designación del Representante que tendrá autorización para comunicar a la representación de la otra Parte sobre cualquier cambio en la representación de su Gobierno.

Propongo a Vuestra Excelencia que la presente nota y la nota de respuesta en la que conste la aceptación de su Gobierno constituyan un Acuerdo entre ambos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 135 Panama, October 1, 1979

Excellency:

I have the honor to refer to your Note of today's date concerning the establishment of a Consultative Committee, which reads:

"Mr. Ambassador:

I have the honor to address Your Excellency with reference to paragraph 7 of Article III of the Panama Canal Treaty, signed on September 7, 1977,[1] and the recent conversations between representatives of our Governments, concerning the establishment of the Consultative Committee.

On this matter, it gives me pleasure to propose the following to Your Excellency:

In accordance with paragraph 7 of Article III of the Panama Canal Treaty, the Consultative Committee is established as of October 1, 1979.

The Consultative Committee is composed of three Representatives of the Republic of Panama and three Representatives of the United States of America.

His Excellency

Carlos Ozores Typaldos,

Minister of Foreign Relations,

Panama, Republic of Panama.

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[1] TIAS 10030; *ante*, p. 39.

The Consultative Committee will have the authority to nominate the Sub-Committees it deems necessary and shall advise the Republic of Panama and the United States of America in matters of policy which affect the operation of the Canal.

In view of both Parties' special interest in the continuity and efficiency of Canal operation in the future, the Consultative Committee shall provide advice on matters such as general tolls policy, employment and training policies to increase the participation of Panamanian nationals in the operation of the Canal and international policies on matters concerning the Canal.

Both Governments undertake to inform each other in a timely manner as to the designation of their respective Representatives and of the Representative who will have the authorization to notify the Representatives of the other Government concerning any changes in its own Government's representation.

I propose to Your Excellency that the present Note and your reply indicating acceptance by your Government, constitute an Agreement between both Governments.

I take this opportunity to reiterate to Your Excellency the assurance of my highest and most distinguished consideration.

/s/ Carlos Ozores T.

Minister of Foreign Relations"

I have the honor to confirm on behalf of my Government the foregoing arrangements and to concur that Your Excellency's Note and this Note shall constitute an agreement between our two Governments concerning this matter, which will enter into force on October 1, 1979.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

[1] Ambler H. Moss, Jr.

PANAMA

Taxation: Moveable Property

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-159
1° de octubre de 1979

Señor Embajador:

Tengo el honor de referirme a conversaciones recientes entre Representantes de la República de Panamá y de los Estados Unidos de América concernientes a los asuntos fiscales contemplados en los Acuerdos para la Ejecución del Artículo III y del Artículo IV del Tratado del Canal de Panamá del 7 de septiembre de 1977, en las cuales se ha llegado al siguiente entendimiento:

Los bienes importados libres de impuestos, en base a las disposiciones pertinentes de los Acuerdos para la Ejecución del Artículo III y del Artículo IV del Tratado del Canal de Panamá, no serán gravados al momento de tal importación al territorio nacional con el Impuesto de Transferencia de Bienes Muebles Corporales (I.T.B.M.).

Los bienes importados de conformidad con el párrafo anterior y posteriormente transferidos a una persona que no tenga el privilegio de importar libre de derechos, quedarán sujetos al pago de derechos de importación y otros impuestos de acuerdo con las leyes y reglamentos de la República de Panamá.

Propongo a Vuestra

A Su Excelencia
Ambler H. Moss Jr.
Embajador de los Estados Unidos de América
Panamá

Propongo a Vuestra Excelencia, que la presente nota y la nota de respuesta en la que conste la conformidad de su Gobierno constituyan un Acuerdo entre ambos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 130 Panama, October 1, 1979

Excellency:

I have the honor to refer to your note of today's date concerning the 5% ITBM tax, which reads:

"Mr. Ambassador:

I have the honor to refer to discussions which took place recently among the Representatives of the Republic of Panama and of the United States of America concerning fiscal matters under the Agreements in Implementation of Articles III[1] and IV[2] of the Panama Canal Treaty of 1977,[3] from which we have arrived at the following understanding:

Property imported tax free in accordance with the pertinent provisions of the Agreements in Implementation of Article III and Article IV of the Panama Canal Treaty will not be assessed the 5% Tax on the Transference of Moveable Property at the time of import into the Republic of Panama.

Property imported in accordance with the prior paragraph and subsequently transferred to a person who does not have duty free import privileges will be subject to the payment of import duties and other taxes in accordance with the laws and regulations of the Republic of Panama.

His Excellency

Carlos Ozores T.,

Minister of Foreign Relations

Panama.

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[1] TIAS 10031; *ante*, p. 141.
[2] TIAS 10032; *ante*, p. 307.
[3] TIAS 10030; *ante*, p. 39.

I propose to Your Excellency that this note and your note of response indicating the acceptance of your Government, shall constitute an Agreement between both Governments.

I take the opportunity to reiterate to Your Excellency the assurances of my highest and distinguished consideration.

/s/ Carlos Ozores T.
Ministry of Foreign Relations"

I have the honor to confirm the foregoing arrangements on behalf of my government, and to confirm that Your Excellency's note and this note shall constitute an agreement between our two governments concerning this matter, which will enter into force on October 1, 1979.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

[1] Ambler H. Moss, Jr.

PANAMA

Property Transfer: Housing

Agreement signed at Panama August 29, 1980;
Entered into force August 29, 1980.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 258 PANAMA, *August 29, 1980*

EXCELLENCY:

I have the honor to refer to the Panama Canal Treaty of 1977,[1] the Agreement in Implementation of Article III[2] of the Panama Canal Treaty of 1977, and the Agreement between the United States of America and the Republic of Panama concerning Air Traffic Control and Related Services, signed January 8, 1979.

The speed and efficiency with which the Government of the Republic of Panama is moving to reassume full responsibility for air traffic control services in the Panama Flight Information Region has prompted the Federal Aviation Administration to reassess the housing needs of its employees and employees of the Federal Highway Administration, Department of Transportation. The Federal Aviation Administration has now determined that it does not require the majority of housing units in the Cardenas (FAA housing) area to satisfy its housing needs.

Therefore, for Administrative convenience in the management, maintenance, improvement, renting and assignment of such housing, I have the honor to propose that the Cardenas (FAA housing) area (identified on the map attached to the Agreement in Implementation of Article III as attachment No. 26, SK 529–25–7A,[3] in the manner indicated on the legend thereof) cease to be an area subject to a separate bilateral agreement, as of September 1, 1980.

It is understood that in the event that your Government accepts the foregoing proposal, the area will become a Panama Canal Commission housing area subject to the regime set forth in Article VI of the

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[1] TIAS 10030; *ante*, p. 39.

[2] TIAS 10031; *ante*, p. 141.

[3] Not printed. The attachment is deposited in the archives of the Department of State where it is available for reference.

Agreement in Implementation of Article III, in accordance with paragraph 2(o) of Annex A to that Agreement, and Article VI, paragraph B.1(e) of the Agreement between the United States of America and the Republic of Panama concerning Air Traffic Control and Related Services. It is further understood that the Panama Canal Commission may, upon request, provide housing to those employees of the Federal Aviation Administration and the Federal Highway Administration who are stationed in the Republic of Panama.

If the proposal set forth above is acceptable to the Government of the Republic of Panama, I propose that this Note, and your Excellency's affirmative response constitute an agreement between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

AMBLER H. MOSS, JR.

Su Excelencia
Dr. CARLOS OZORES TYPALDOS,
Ministro de Relaciones Exteriores,
Panamá, República de Panamá.

73-634 O - 88 - 19

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DOI Nª 6007

29 de agosto de 1980.

Señor Embajador:

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia Nª 258 fechada hoy, cuyo texto es el siguiente:

" Excelencia:

Tengo el honor de hacer referencia al Tratado del Canal de Panamá de 1977, al Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá de 1977, y al Acuerdo entre los Estados Unidos de América y la República de Panamá concerniente al Control del Tránsito Aéreo y Servicios Afines, firmado el 8 de enero de 1979.

La velocidad y eficiencia con la que el Gobierno de la República de Panamá está reasumiendo la responsabilidad total de los servicios del control de tránsito aéreo en la Región de Información de Vuelos de Panamá, ha hecho que la Administración Federal de Aviación evalúe nuevamente las necesidades de vivienda de sus empleados y de los empleados de la Administración Federal de Carreteras, del Departamento de Transporte. La Administración Federal

de Aviación..

Su Excelencia
AMBLER H. MOSS,
Embajador de los Estados Unidos de América
E.S.D.

de Aviación ha determinado que no requiere la mayoría de las unidades de vivienda en el área de Cárdenas (viviendas de la FAA) para satisfacer sus necesidades de vivienda.

Por consiguiente, para conveniencia administrativa en la administración, el mantenimiento, mejoras, arriendo y asignación de dichas viviendas, tengo el honor de proponer que el área de Cárdenas (viviendas de la FAA) (identificada en el mapa adjunto al Acuerdo para la Ejecución del Artículo III como adjunto Nª 26 SK 529-25-7A, de la manera indicada en la leyenda del mismo) cese de ser considerada como un área sujeta a un acuerdo bilateral separado, a partir del 1ª de septiembre de 1980.

Entiéndese que, en caso de que su Gobierno acepte la propuesta anterior, el área será un área de vivienda de la Comisión del Canal de Panamá sujeta al régimen establecido en el Artículo VI del Acuerdo para la Ejecución del Artículo III, como dispone el Parágrafo 2 (o) del Anexo A de ese Acuerdo y el Artículo VI, parágrafo B.1 (e) del Acuerdo entre la República de Panamá y los Estados Unidos de América concerniente al Control de Tránsito Aéreo y Servicios Afines..

Servicios Afines. Entiéndese también que la Comisión del Canal de Panamá, cuando se le solicite, podrá proveer viviendas a los empleados de la Administración Federal de Aviación y de la Administración Federal de Carreteras, asignados para prestar servicios en la República de Panamá.

Si la propuesta anterior es aceptable para el Gobierno de la República de Panamá, propongo que esta nota y la respuesta afirmativa de Vuestra Excelencia constituyan un Acuerdo entre nuestros Gobiernos.

Acepte Excelencia las renovadas seguridades de mi más alta consideración."

Tengo el honor de confirmarle que mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma constituirán un acuerdo entre nuestros dos Gobiernos que entrará en vigor a partir del 1ª de septiembre de 1980.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores.

TRANSLATION

Republic of Panama
Ministry of Foreign Relations
Panama 4, Panama

DOI No. 6007

August 29, 1980

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 258 of today's date, which reads as follows:

[For the English language text, see pp. 570-571.]

I have the honor to confirm that my Government accepts the terms of the transcribed note and, therefore, also agrees that the note and this reply shall constitute an agreement between our two Governments which shall enter into force on September 1, 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

Carlos Ozores T.

Carlos Ozores T.
Minister of Foreign Relations

His Excellency
Ambler H. Moss,
Ambassador of the United States
of America,
Panama.

NIGER

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Niamey March 11 and June 9, 1980;
Entered into force June 9, 1980.

The American Embassy to the Nigerian Ministry of Foreign Affairs and Cooperation

No. 45

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Niger, and has the honor to refer to the conversation between his Excellency President Seyni Kountche and Ambassador James K. Bishop on February 6, 1980 at which time the Ambassador advised the President that the U.S. Government was prepared to provide a modest program of military training for members of the Niger Armed Forces. As envisioned for fiscal year 1981, the program calls for one or two officers to travel to the United States for orientation and familiarization tours of U.S. military installations. The program would also provide for advanced training for a small number of ground support personnel of the Niger Air Force.

Before such a program can be established however, U.S. law imposes certain requirements concerning the provision of training related to defense articles under the U.S. International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States government—

A. permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. use of permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States government such training (including training materials), as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET Program with the armed forces of the Government of Niger may include training related to defense articles with respect to which the agreement of the Government of Niger to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Niger, shall constitute an agreement between the two governments on this subject to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Niger the assurance of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA
March 11, 1980. NIAMEY

The Nigerian Ministry of Foreign Affairs and Cooperation to the American Embassy

HY/IH

REPUBLIQUE DU NIGER

MINISTERE DES AFFAIRES ETRANGERES
ET DE LA COOPERATION

DIRECTION DES AFFAIRES POLITIQUES
ET DE LA COOPERATION INTERNATIONALE

N°...../MAE/C/DAPCI

No. 05714

Niamey, le .... 19?.....

- 9 JUIN 1980

Le Ministère des Affaires Etrangères et de la Coopération de la République du Niger présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et se référant à sa note n°45 du 11 Mars 1980 a l'honneur de l'informer de l'accord des Autorités Compétentes Nigériennes sur le programme de formation militaire et des conditions exigées pour l'acceptation de cette formation.

Le Ministère remercie l'Ambassade des Etats-Unis d'Amérique de son aimable et bienveillante entremise et saisit cette occasion pour lui renouveler les assurances de sa haute considération./.

AMBASSADE DES ETATS UNIS D'AMERIQUE
NIAMEY

TRANSLATION

Republic of Niger

Ministry of Foreign Affairs
and Cooperation

Office of Political Affairs and
International Cooperation

No. 05714/MAE/C/DAPCI Niamey, June 9, 1980

The Ministry of Foreign Affairs and International Cooperation of the Republic of Niger presents its compliments to the Embassy of the United States of America and, with reference to the Embassy's note No. 45 of March 11, 1980, has the honor to inform it that the competent Niger authorities find the military training program and the conditions required for furnishing said training to be acceptable.

The Ministry thanks the Embassy of the United States of America for its cooperation and avails itself of this opportunity to renew to it the assurances of its high consideration.

[Initialed]

[SEAL]

Embassy of the United States of America,
Niamey.

PORTUGAL

Defense: Use of Facilities in the Azores

Agreement extending the agreement of September 6, 1951, as amended and extended.
Effected by exchange of notes
Signed at Lisbon June 18, 1979;
Entered into force June 18, 1979.

The Portuguese Minister of Foreign Affairs to the Secretary of State

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

Lisboa, 18 de Junho de 1979.

Excelência,

Tenho a honra de me referir à declaração conjunta divulgada em Lisboa e Nova York em 27 de Setembro de 1977 afirmando a intenção dos Governos de Portugal e dos Estados Unidos de concluirem tão rapidamente quanto possível as negociações com vista a prorrogar os arranjos ao abrigo do Acordo de Defesa, emendado, entre Portugal e os Estados Unidos de 6 de Setembro de 1951 para utilização pelos Estados Unidos de facilidades relacionadas com a Base das Lajes nos Açores.

Tenho a honra de propôr que a continuação da utilização pelas forças americanas destas facilidades seja autorizada pelo Governo português por um período de nove anos a contar de 4 de Fevereiro de 1974. A utilização de tais facilidades continuará a regular-se pelos arranjos mútuos acordados pelos nossos dois Governos, incluindo os

Sua Excelência
O Secretário de Estado dos
Estados Unidos da América
Senhor Cyrus Vance

afirmados e descritos na carta do Ministro dos Negócios Estrangeiros de Portugal de 29 de Dezembro de 1962. Qualquer das partes poderá propôr, seis meses antes de terminado o período referido nesta nota, o começo de conversações relativas à utilização de tais facilidades para além daquele período, não devendo concluir-se ter-se chegado a um resultado negativo em tais conversações pelo menos durante os doze meses a seguir ao termo daquele período. No caso de nenhuma das partes propôr o começo de ulteriores conversações concluir-se-à ter-se chegado a um resultado negativo no termo do período referido nesta nota.

Desejaria ainda propôr, caso o Governo de V.Exa. concorde, que esta nota, juntamente com a resposta confirmativa de V. Exa., constituam um acordo entre os nossos dois Governos, entrando em vigor a partir da data da resposta de V. Exa.

Queira aceitar, Excelência, os protestos da minha mais elevada consideração.

João de Freitas Cruz
Ministro dos Negócios Estrangeiros

The Secretary of State to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Lisbon, June 18, 1979.

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of June 18, 1979, which stated the following:

"I have the honor to refer to the joint statement released in Lisbon and New York on September 27, 1977,[1] affirming the intention of the governments of Portugal and the United States to conclude negotiations at the earliest possible date with the purpose of extending arrangements under the defense agreement between Portugal and the United States of September 6, 1951, as amended,[2] for use by the United States of facilities related to the Lajes base in the Azores.

"I have the honor to propose that the continued use by American forces of these facilities be authorized by the government of Portugal for a period of nine years dating from February 4, 1974. The use of such facilities will continue to

His Excellency
Ambassador Joao de Freitas Cruz,
Minister of Foreign Affairs,
Lisbon.

[1] Not printed.
[2] TIAS 3087, 3950; 5 UST 2263; 8 UST 2353.

be regulated by the mutual arrangements agreed upon by our two governments, including those affirmed and described in the letter of the Foreign Minister of Portugal dated December 29, 1962.[1] Either party may propose the commencement of conversations regarding use of such facilities beyond the period described in this note six months before the expiration of such period, but no determination that a negative result has arisen in such conversations shall be made for at least twelve months following the expiration of such period. In the event neither party proposes the commencement of further conversations, a negative result shall be deemed to have arisen upon the expiration of the period described in this note.

"I have the further honor to propose that, if acceptable to Your Excellency's government, this note, together with Your Excellency's confirming reply, shall constitute an agreement between our two governments effective upon the date of Your Excellency's reply. Accept Excellency, the assurances of my highest consideration."

I wish to inform Your Excellency that the government of the United States of America accepts the proposal of Your Excellency's government and agrees that Your Excellency's note and this reply shall constitute an agreement between our two governments effective June 18, 1979.

Accept, Excellency, the assurances of my highest consideration.

[2]

Cyrus R. Vance

Secretary of State

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[1] Not printed.

[2] Cyrus R. Vance.

MULILATERAL

South Pacific Commission

Memorandum of understanding modifying the agreement of February 6, 1947, as amended and modified.
Signed at Noumea October 20, 1976;
Entered into force October 20, 1976.

MEMORANDUM OF UNDERSTANDING

Done at Canberra and signed at Noumea, New Caledonia, this 20th day of October, 1976

The Governments of Australia, Fiji, Republic of France, Republic of Nauru, New Zealand, Papua New Guinea, United Kingdom of Great Britain and Northern Ireland, United States of America and Western Samoa HEREBY record their understanding regarding the voting procedure to be adopted in the Committee of Representatives of Participating Governments pending a possible revision of the Agreement establishing the South Pacific Commission signed at Canberra on 6 February 1947, as amended[1] (hereinafter referred to as the "Canberra Agreement").

1. Paragraph 14 of the Memorandum of Understanding signed at Rarotonga, Cook Islands, on 2 October 1974[2] is amended by:

(a) inserting in sub-paragraph (2) the words "and with sub-paragraph (3) below", after the words "Canberra Agreement"; and

(b) adding the following new sub-paragraph: "(3) Each Government participating in the work of the Committee of Representatives of Participating Governments will have the right to cast one vote."

2. Subject to any provision herein to the contrary, this Memorandum will be construed as one with the Canberra Agreement.

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[1] TIAS 2317, 2458, 2952, 5845, 8120; 2 UST 1787; 3 UST 2851; 5 UST 639; 16 UST 1055; 26 UST 1606.

[2] TIAS 8120; 26 UST 1608.

DONE at CANBERRA and SIGNED at NOUMEA this

20th Day of October 1976 in the English and French languages,

each being equally authentic.

For the Government of Australia:

For the Government of Fiji:

For the Government of the Republic of France:

For the Government of the Republic of Nauru:

For the Government of New Zealand:

For the Government of Papua New Guinea:

For the Government of the United Kingdom of Great Britain and Northern Ireland:

For the Government of the United States of America:

For the Government of Western Samoa:

MEMORANDUM D'ENTENTE

Fait à Canberra et signé à Nouméa,
Nouvelle-Calédonie, le 20 octobre I976

Les gouvernements de l'Australie, de Fidji, de la République Française, de la République de Nauru, de la Nouvelle-Zélande, de la Papouasie-Nouvelle-Guinée, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, des Etats-Unis d'Amérique et du Samoa-Occidental rappellent par le présent Mémorandum leur accord sur la procédure de vote à adopter au Comité des Délégués des Gouvernements Membres, sans préjudice d'une éventuelle révision de la Convention créant la Commission du Pacifique Sud signée à Canberra le 6 février I947, telle qu'elle a été amendée (ci-après désignée par le terme "Convention de Canberra").

I. Le paragraphe I4 du Mémorandum d'Entente signé à Rarotonga, Iles Cook, le 2 octobre I974, est amendé comme suit:

(a) Insérer dans l'alinéa (2) après les mots "Convention de Canberra" les mots "et à l'alinéa 3":

(b) Ajouter l'alinéa supplémentaire suivant: "(3) chaque gouvernement membre du Comité des Délégués des Gouvernements Membres disposera d'une voix."

2. Sous réserve de toute disposition contraire, ci-incluse, ce Mémorandum fera partie intégrante de la Convention de Canberra.

FAIT à CANBERRA et SIGNE à NOUMEA le vingt octobre 1976 en langue française et anglaise, les deux textes faisant également foi.

Pour le Gouvernement de l'Australie:

Pour le Gouvernement de Fidji:

Pour le Gouvernement de la République Française:

Pour le Gouvernement de la République de Nauru:

Pour le Gouvernement de la Nouvelle-Zélande:

Pour le Gouvernement de la Papouasie-Nouvelle-Guinée:

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

Pour le Gouvernement des Etats-Unis d'Amérique:

Pour le Gouvernement du Samoa-Occidental:

MULTILATERAL

South Pacific Commission

Agreement amending the agreement of February 6, 1947, as amended and modified.
Done at Noumea October 7–12, 1978;
Entered into force June 4, 1980.

AGREEMENT AMENDING THE AGREEMENT ESTABLISHING THE SOUTH PACIFIC COMMISSION [1]

Noumea, 7-12 October 1978

(a) That the present first sentence of paragraph 66 of Article XXI be replaced by the following:

'Any Government, the territory of which is within the territorial scope of the Commission as defined in Article II and which is either fully independent or in free association with a fully independent Government may accede to this Agreement, if it is invited to do so by all the participating Governments, by depositing an instrument of accession with the Government of Australia.';

(b) in the first paragraph of the preamble delete the words and brackets '(hereinafter referred to as "the participating Governments"),';

(c) in Article II, paragraph 2(b), of the Agreement delete the words 'any State, the Government of which accedes to this Agreement' and insert in their stead the words 'any Government which accedes to this Agreement';

(d) add after paragraph 66 a new paragraph 67 to Article XXI reading as follows:

'The Governments which have from time to time become parties to this Agreement shall be known as "the participating Governments."'; and

(e) the existing paragraphs 67 and 68 are renumbered 68 and 69 respectively.

[1] TIAS 2317, 2458, 2952, 5845, 8120, 10051; 2 UST 1787; 3 UST 2851; 5 UST 639; 16 UST 1055; 26 UST 1606; *ante*, p. 585.

ACCORD PORTANT MODIFICATION DE LA CONVENTION CREANT LA COMMISSION DU PACIFIQUE SUD

Nouméa, du 7-12 octobre 1978

(a) Remplacement de la première phrase du paragraphe 66 de l'article XXI par le texte suivant:

'Tout Gouvernement dont le territoire est situé dans la compétence territoriale de la Commission, telle qu'elle est définie dans l'article II et qui est, soit pleinement indépendant, soit librement associé avec un Gouvernement indépendant pourra, s'il y est invité par les Gouvernements membres, devenir partie à la présente Convention en déposant un instrument d'adhésion auprès du Gouvernement de l'Australie.';

(b) au premier paragraphe du préamble supprimer la formule et les parenthèses '(ci-après désignés sous le terme les "GOUVERNEMENT-MEMBRES")';

(c) à l'Article II, au paragraphe 2(b), de la Convention supprimer la formule 'tout Etat dont le Gouvernement accèdera à la présente Convention' et y substituer la formule 'tout Gouvernement qui accèdera à la présente Convention';

(d) ajouter après le paragraphe 66 un nouveau paragraphe 67 à l'Article XXI comme suit:

'Les Gouvernements qui sont successivement devenus parties à la présente Convention seront désignés sous le terme "les Gouvernements membres."'; et

(e) les présents paragraphes 67 et 68 sont renumérotés 68 et 69 respectivement.

INDONESIA

Atomic Energy: Cooperation For Civil Uses and Nuclear Activities Safeguards

Agreement extending certain provisions of the agreement of June 8, 1960, as amended and extended.
Effected by exchange of notes
Signed at Jakarta September 16 and 19, 1980;
Entered into force September 19, 1980.

The American Ambassador to the Indonesian Minister of Foreign Affairs ad interim

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 888 Jakarta, September 16, 1980

Excellency:

I have the honor to refer to the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Indonesia concerning civil uses of atomic energy, signed on June 8, 1960, as amended,[1] which will expire on September 20, 1980.

It is the understanding of the Government of the United States of America that, with respect to any materials, equipment or devices which are subject to that Agreement for Cooperation of June 8, 1960, as amended, the Government of the Republic of Indonesia will continue to hold such materials, equipment and devices subject to all the provisions of

[1] TIAS 4557, 6124, 7001; 11 UST 2024; 17 UST 1652; 21 UST 2590.

paragraphs E, G, and H of Article IV and Articles VIII and IX of that Agreement, as amended, pending entry into force of the new Agreement for Cooperation concerning peaceful use of nuclear energy between our governments, signed at Washington on June 30, 1980,[1] or until otherwise agreed between our governments. In addition, it is the understanding of my government that all source or special fissionable material in all peaceful nuclear activities within the territory of the Republic of Indonesia, under its jurisdiction, or carried out under its control anywhere, including all materials subject to the Agreement for Cooperation of June 8, 1960, as amended, are subject to the Agreement between the Government of the Republic of Indonesia and the International Atomic Energy Agency for the application of safeguards pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons,[2] signed at Vienna on July 14, 1980,[3] and that safeguards are being applied in accordance with this Agreement. In this connection, the Government of the United States of America affirms that the application of safeguards in accordance with the provisions of the latter Agreement is deemed to satisfy

[1] Not yet in force.
[2] Done July 1, 1968. TIAS 6839; 21 UST 483.
[3] IAEA doc. INFCIRC/283, Sept., 1980.

the requirement set forth in paragraph A of Article X of the Agreement for Cooperation of June 8, 1960, as amended, and it is understood that the Government of the Republic of Indonesia shares this view.

Finally, it is the understanding of my government that, in the event the Government of the Republic of Indonesia intends to exercise its discretion in accordance with Article 14 of the aforementioned Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty on the Non-Proliferation of Nuclear Weapons, the Government of the Republic of Indonesia will satisfy the International Atomic Energy Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of the Republic of Indonesia that no materials, equipment or devices transferred to the Republic of Indonesia pursuant to the Agreement for Cooperation of June 8, 1960, as amended, and no special nuclear material produced through

the use of such materials, equipment or devices, are involved in such use.

I would appreciate receiving confirmation that the Government of the Republic of Indonesia share the foregoing understandings.

Accept, Excellency, the renewed assurances of my highest consideration.

Edward E. Masters

His Excellency

General Maraden Panggabean,

Minister of Foreign Affairs ad interim,

Jakarta.

The Indonesian Minister for Foreign Affairs ad interim to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
OF THE REPUBLIC OF INDONESIA
Nomor : D - 1129 /80/01.

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 888 of September 16, 1980 which reads as follows :

" I have the honor to refer to the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Indonesia concerning civil uses of atomic energy, signed on June 8, 1960, as amended, which will expire on September 20, 1980.

It is the understanding of the Government of the United States of America that, with respect to any materials, equipment or devices which are subject to that Agreement for Cooperation of June 8, 1960, as amended, the Government of the Republic of Indonesia will continue to hold such materials, equipment and devices subject to all the provisions of paragraphs E, G and H of Article IV and Articles VIII and IX of that Agreement, as amended, pending entry into force of the new Agreement for Cooperation concerning peaceful use of nuclear energy between our governments, signed at Washington on June 30, 1980, or until otherwise agreed between our governments. In addition, it is the understanding of my government that all source or special fissionable material in all peaceful nuclear activities within the territory of the Republic of Indonesia, under its jurisdiction, or carried out under its control anywhere, including all materials subject to the Agreement for Cooperation of June 8, 1960, as amended, are subject to the Agreement between the Government of the Republic of Indonesia and the International Atomic Energy Agency for the application of safeguards pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons, signed at Vienna on July 14, 1980, and that safeguards are being applied in accordance with this Agreement. In this connection, the Government of the United States of America affirms that the application of safeguards in accordance with the provisions of the latter Agreement is deemed to satisfy the requirement set forth in paragraph A of Article X of the Agreement for Cooperation of June 8, 1960, as amended, and it is understood that the Government of the Republic of Indonesia shares this view.

Finally, it is the understanding of my government that, in the event the Government of the Republic of Indonesia intends to exercise its discretion in accordance with Article 14 of the aforementioned Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty on the Non-Proliferation of Nuclear Weapons, the Government of the Republic of Indonesia will satisfy the International Atomic Energy Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of the Republic of Indonesia that no materials, equipment or devices transferred to the Republic of Indonesia pursuant to the Agreement for Co-operation of June 8, 1960, as amended, and no special nuclear material produced through the use of such materials, equipment or devices, are involved in such use.

I would appreciate receiving confirmation that the Government of the Republic of Indonesia share the foregoing understandings.

Accept, Excellency, the renewed assurances of my highest consideration."

I have further the honour to confirm that the Government of the Republic of Indonesia shares the foregoing understandings.

Accept, Excellency, the assurances of my highest consideration.

Jakarta, September 19 , 1980.

Minister for Foreign Affairs
ad interim of the Republic of
Indonesia

MENTERI LUAR NEGERI * REPUBLIK INDONESIA *

ADEN PANGGABEAN

His Excellency
Ambassador Extraordinary and
Plenipotentiary of the United
States of America,
Jakarta.

ZIMBABWE

Agriculture: Science and Technology

Memorandum of understanding signed at Salisbury September 25, 1980;
Entered into force September 25, 1980.

MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF AGRICULTURAL SCIENCE AND TECHNOLOGY BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF AGRICULTURE OF ZIMBABWE

The Department of Agriculture of the United States of America and the Ministry of Agriculture of the Government of Zimbabwe (hereinafter referred to as the Parties), taking into account the Agreement for scientific and technological cooperation between the two countries signed at Salisbury on September 25, 1980,[1] hereby reaffirm their mutual interest in and desire to broaden cooperative programs and exchanges in the field of Agricultural Science and Technology and express their intention to strengthen relations between the Parties through joint activities.

ARTICLE I

Joint activities will be explored and determined by the Parties after consultations between representatives of both countries, and will be implemented by mutual agreement and in conformity with the laws and agricultural policies of both countries.

Cooperation will be developed in the broad areas of animal science, plant science, soil science, energy in agriculture, economics, and other additional fields mutually agreed by the Parties.

ARTICLE II

Cooperation will be effected through the exchange of materials and information; the exchange of scientists, specialists, and trainees; the organization of symposia and conferences; and the joint publication of research studies and papers.

[1] TIAS 9967; 32 UST.

ARTICLE III

A Joint Working Group will be formed to provide guidance, review the progress of activities, and to facilitate expansion of cooperation. The Working Group will meet periodically, preferably annually in alternating countries.

ARTICLE IV

To generate broad interest and increased activities, this Memorandum provides for the possible involvement of other interested government agencies; the scientific, academic and business community of both countries as well as interested third countries. The Parties will encourage and facilitate direct contacts between appropriate institutions and specialists, and work toward long-term cooperation in programs of research, extension, and training.

ARTICLE V

Each Party will bear the costs of its participation in cooperative activities unless the Parties mutually agree on other arrangements. Activities pursuant to this Memorandum are subject to the availability of funds.

ARTICLE VI

Under this Memorandum, the designated coordinating agencies will be the Office of International Cooperation and Development for the Government of the United States and the Ministry of Agriculture for the Government of Zimbabwe.

ARTICLE VII

Findings and results of research carried out by this Memorandum should be made available to the world scientific community unless otherwise agreed by the Parties in appropriate supplements. Treatment of intellectual property, licenses, and patents will be mutually agreed upon by the Parties according to the existing laws and practices of both countries.

ARTICLE VIII

Nothing in this Memorandum of Understanding shall be interpreted to prejudice or modify existing understandings and agreements between the Parties.

ARTICLE IX

This Memorandum of Understanding shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six-months' written notice. It may be modified or extended by mutual written agreement of the Parties. In the event of the termination of this Memorandum of Understanding, arrangements shall be made for the completion of activities underway pursuant thereto.

Dated this 25th day of September, 1980, at Salisbury, Zimbabwe

Quentin M. West [1]
For the Department of
Agriculture of the
United States

S. H. S. Makoni [2]
For the Ministry of
Agriculture of
Zimbabwe

[1] Quentin M. West.
[2] S. H. S. Makoni.

73-634 - 88 - 20

PERU

Agriculture: Mediterranean Fruit Fly

Agreement extending the agreement of July 24, 1980.
Dated at Washington and Lima August 28, 1980;
Entered into force October 1, 1980
And amending agreements
Signed at Lima December 10, 1980;
Entered into force December 10, 1980.
And signed at Lima and Monterrey January 26 and February 9, 1981;
Entered into force February 9, 1981.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WASHINGTON, D. C. 20250

August 28, 1980

Dr. Javier Gazzo Fernandez-Davila
Director Ejecutivo
Instituto Nacional Del Investigacion
Agraria (INIA)
Republica Del Peru

The Plant Protection and Quarantine

of this Service desires to renew Cooperative Agreement No. 12-16-5-2334 [1]

for the period October 1, 1980 through September 30, 1981.

This renewal is contingent upon the passage by the Congress of an appropriation from which expenditures thereunder legally may be met and shall not obligate the United States upon failure of the Congress to so appropriate.

We would appreciate your concurrence in this renewal by signing and returning the original and one copy of this letter to the return address shown below. The enclosed window envelope may be used. One signed copy should be retained for your files.

Robert Buchanan
ACTING ADMINISTRATOR

CONCURRED IN: *(Use reverse for additional signatures, if necessary)*

SIGNATURE _____ TITLE Executive Director INIA

PRINT OR TYPE NAME Javier Gazzo Fernández-Dávila

RETURN TO:

Property, Agreements & Service Operations Branch
~~Agreement Section, Procurement and Contracting Branch~~
Administrative Services Division
Animal and Plant Health Inspection Service
U. S. Department of Agriculture, Federal Building
Hyattsville, Maryland 20782

Be sure this address appears in the window area

APHIS FORM 52
FEB. 1976

REPLACES APHIS FORM 52, (1/74), WHICH MAY BE USED.

[1] TIAS 9823; 32 UST.

[AMENDING AGREEMENTS]

No. 12-16-5-2334
Amendment #1

AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN INSTITUTO NACIONAL DE INVESTIGACION AGRARIA MINISTERIO DE AGRICULTURA Y ALIMENTACION REPUBLICA DEL PERU AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE PROGRAMS

Pursuant to provision C.11 the parties hereto do mutually agree to modify item C–2.a "delivery specifications" to clarify the item as follows:

C–3.a. Weekly shipments of 40 to 50 million pupae shall begin in the third month after receipt in Lima of the materials listed in B.3 and shipments of less than 40 million will be made during the previous two months period. After the initial three month period the cooperator will provide weekly shipments in excess of 50 million but not to exceed 150 million pupae (Cooperator's total capacity).

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE		INSTITUTO NACIONAL DE INVESTIGACION AGRARIA MINISTERIO DE AGRICULTURA Y ALIMENTACION REPUBLICA DEL PERU	
12/10/80	GEORGE E. CAVIN	12/10/80	JAVIER GAZZO
Date	*Regional Director*	Date	*Director Ejecutivo*
		[SEAL]	

No.12-16-5-2334
Modificacion 1

MODIFICACION AL ACUERDO COOPERATIVO ENTRE INSTITUTO NACIONAL DE INVESTIGACION AGRARIA MINISTERIO DE AGRICULTURA Y ALIMENTACION REPUBLICA DEL PERU Y UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE PROGRAMS

Conforma a la cláusula C.11 las partes áqui presentes acuerdan mutuamente modificar el artículo C-3.a, "especificaciones de entrega" para aclarar el artículo de la manera siguiente:

C-3.a. Los embarques semanales de 40 a 50 millones de pupas deberán comenzar tres meses después de recibir in Lima los materiales enumerados en el artículo B.3 y los embarques de menos de 40 millones serán efectuados durante el previo período de dos meses. Después del período inicial de tres meses el cooperador proporcionará embarques semanales de más de 50 millones pero que no exceda a los 150 millones de pupas (la capacidad total del cooperador.)

UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, PLANT PROTECTION AND QUARANTINE		INSTITUTO NACIONAL DE INVESTIGACION AGRARIA, MINISTERIO DE AGRICULTURA Y ALIMENTACIO, REPUBLICA DEL PERU	
12/10/80	George E. Cavin	12/10/80	Javier Gazzo
Date	*Regional Director*	Date	*Director Ejecutivo*
		[seal]	

No. 12-16-5-2334

Amendment # 2

AMENDMENT TO
COOPERATIVE AGREEMENT
Between
INSTITUTO NACIONAL DE INVESTIGACION AGRARIA
REPUBLICA DEL PERU

And

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE PROGRAMS

Pursuant to provision C.11 the parties hereto do mutually agree to modify items B.6 & Exhibit "F"[1] due to logistical problems, the increased need for sterile flies in California and changes in determining flight capability. The modifications are to read as follows:

B.6 To provide 32 kilos of Yeast Hydrolysate, 670 kilos of dried Torula Yeast and 4 kilos of pupal dye each week to the facility in Peru.

Exhibit F. Section E "flight capability" (last sentence) no more than twenty (20%) percent of the population will be "non-flyers".

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

9/2/81 George E. Cavin [2]

Date Regional Director

INSTITUTO NACIONAL DE INVESTIGACION AGRARIA
MINISTERIO DE AGRICULTURA Y ALIMENTACION
REPUBLICA DEL PERU

[3]

Date 26/01/81 Director Ejecutivo

[1] Not printed.
[2] George E. Cavin.
[3] Javier Gazzo.

No. 12-16-5-2334

Modificacion # 2

MODIFICACION AL
ACUERDO COOPERATIVO
entre

INSTITUTO NACIONAL DE INVESTIGACION AGRARIA
MINISTERIO DE AGRICULTURA Y ALIMENTACION
REPUBLICA DEL PERU

y

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE PROGRAMS

Conforma la cláusula C.11 las partes aqui presentes acuerdan mututamente modificar el artículo B.6 y el Adjunto "F", debido al problema de envios, en la necedidad de incrementar moscas esteriles en California y en modificar la determinación de la habilidad de vuelo. Las modificaciones se especifican de la manera siguiente.

B.6 Proporcionar 32 kilos de Torula Yeast levadura, 670 kilos de levádura Torula desidratada y 4 kilos de color de pupa por semana para el laboratorio de Peru.

Adjunto F. Sección E "Habilidad de vuelo" (última oración) no más de veinte (20%) porciento de población serán incapaces de volar.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

9/2/81 George E. Cavin
Fecha Director Regional

INSTITUTO NACIONAL DE INVESTIGACION AGRARIA
MINISTERIO DE AGRICULTURA Y ALIMENTACION
REPUBLICA DEL PERU

Fecha 26/01/81 Director Ejecutivo

SWITZERLAND

Privileges and Immunities: Theatre Nuclear Forces Delegation

Agreement effected by exchange of letters
Signed at Bern October 17, 1980;
Entered into force October 17, 1980.

The Swiss Chief, Federal Department for Foreign Affairs, to the American Ambassador

LE CHEF
DU DÉPARTEMENT FÉDÉRAL
DES AFFAIRES ÉTRANGÈRES

3003 Berne, le 17 octobre 1980

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux entretiens par lesquels vous m'avez informé que votre Gouvernement a l'intention d'entamer, le 17 octobre 1980 à Genève, des échanges de vue préliminaires bilatéraux avec l'Union Soviétique sur le contrôle des armes y compris les forces nucléaires de théâtre.

Je puis vous confirmer que les autorités fédérales, d'entente avec les autorités cantonales genevoises, sont prêtes à faire bénéficier, pendant les pourparlers susmentionnés, la délégation des Etats-Unis d'Amérique, ainsi que les personnes qui la composent, du même statut et des mêmes privilèges et immunités que ceux qui furent accordés à la délégation de votre pays et à la délégation de l'Union des Républiques Socialistes Soviétiques aux pourparlers sur la limitation des armes stratégiques (SALT), conformément à l'échange de lettres intervenu le 21 novembre 1972 entre nos deux gouvernements.

Je vous propose que la présente lettre, ainsi que votre réponse, tiennent lieu d'accord entre nos deux gouvernements.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

P. Aubert

Son Excellence
Monsieur Richard D. Vine
Ambassadeur des Etats-Unis d'Amérique
93, Jubilaumstrasse

3005 B e r n e

The American Ambassador to the Swiss Chief, Federal Department for Foreign Affairs

Bern, October 17, 1980

Excellency:

I have the honor to acknowledge receipt of Your Excellency's letter of October 17, 1980, the text of which is as follows, in translation:

> "I have the honor to refer to meetings in which you informed me that your government intends to begin on October 17, 1980, in Geneva bilateral preliminary exchanges of view with the Soviet Union on arms control involving theater nuclear forces.
>
> "I can confirm to you that the Federal authorities, in coordination with the Geneva cantonal authorities, are prepared to accord during the above-mentioned talks, to the delegation of the United States of America and to those who compose this delegation, the same formula and the same privileges and immunities as those which were accorded to the delegation of your country and to the delegation of the Union of Soviet Socialist Republics during the talks on strategic arms limitation (SALT) in conformity with the exchange of letters dated November 21, 1972,[1] between our two governments.

His Excellency
Federal Councilor Pierre Aubert
Federal Department for Foreign Affairs
Bundeshaus West
Bern

[1] TIAS 7523; 23 UST 3736.

"I propose that the present letter, along with your response, represent an agreement between our two governments.

"Please accept, Mr. Ambassador, the assurance of my highest consideration."

In reply, I am pleased to inform you that my Government finds the foregoing acceptable and agrees that your letter and this my reply shall constitute an agreement between the Swiss Confederation and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Sincerely,

Richard D. Vine

Richard D. Vine
Ambassador

CANADA

Fisheries: Pacific Coast Albacore Tuna Vessels and Port Privileges

Treaty signed at Washington May 26, 1981;
Transmitted by the President of the United States of America to the Senate July 1, 1981 (Treaty Doc. No. 97–13, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 15, 1981 (S. Ex. Rep. No. 97–15, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate July 20, 1981;
Ratified by the Pesident July 27, 1981;
Ratified by Canada July 23, 1981;
Ratifications exchanged at Ottawa July 29, 1981;
Proclaimed by the President September 4, 1981;
Entered into force July 29, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the Government of the United States of America and the Government of Canada on Pacific Coast Albacore Tuna Vessels and Port Privileges, with annexes, was signed at Washington on May 26, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 20, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on July 27, 1981, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of Canada;

It is provided in Article VIII of the Treaty that the Treaty shall enter into force upon the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Ottawa on July 29, 1981; and accordingly the Treaty entered into force on July 29, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, with annexes, to the end that it be observed and fulfilled with good faith on and after July 29, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourth day of September in the year of our Lord one thousand nine hundred eighty-one and of the Independence of the United States of America the two hundred sixth.

[SEAL]

RONALD REAGAN

By the President:
WALTER J STOESSEL JR.
Acting Secretary of State

TREATY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA ON PACIFIC COAST ALBACORE TUNA VESSELS AND PORT PRIVILEGES

The Government of the United States of America and the Government of Canada,

Desiring to cooperate in matters concerning the albacore tuna fishery off the Pacific Coast of the United States and Canada,

Desiring to benefit the fishing industries involved in that fishery, and

Taking into account the deliberations of the Third United Nations Conference on the Law of the Sea in the field of fisheries,

Have agreed as follows:

ARTICLE I

Without prejudice to the respective juridical positions of both Parties regarding highly migratory species of tuna, each Party shall:

(a) ensure that all its vessels engaged in fishing for albacore tuna in waters under the fisheries

jurisdiction of the other Party shall do so in accordance with this Treaty;

(b) permit fishing vessels of the other Party to fish for albacore tuna in waters under its fisheries jurisdiction beyond twelve nautical miles of the baselines from which the territorial sea is measured, in accordance with Annex "A" to this Treaty and subject to other applicable laws and regulations.

ARTICLE II

Vessels of the United States of America fishing pursuant to this Treaty shall be authorized to enter the Canadian ports listed in Annex "B" to this Treaty and to use Canadian facilities and services, subject to compliance with applicable customs, navigation, safety, environmental and other laws and regulations pertaining to port privileges, and payment of applicable albacore tuna landing fees provided that such fees do not discriminate according to nationality, for the following purposes:

(1) to land their catches of albacore tuna without the payment of duties and

(a) trans-ship them in bond under customs supervision to any port of the United States of America; or

(b) sell them for export in bond; or

(c) sell them locally on payment of the applicable

customs duty; and

(2) to obtain fuel, supplies, repairs and equipment on the same basis as albacore tuna vessels of the other Party.

ARTICLE III

Canadian vessels fishing pursuant to this Treaty shall be authorized to enter the United States ports listed in Annex "B" to this Treaty and to use United States facilities and services, subject to compliance with applicable customs, navigation, safety, environmental, and other laws and regulations pertaining to port privileges, and payment of applicable albacore tuna landing fees provided that such fees do not discriminate according to nationality, for the following purposes:

(1) to land their catches of albacore tuna without the payment of duties and

(a) trans-ship them in bond under customs supervision to any port of Canada; or

(b) sell them for export in bond; or

(c) sell them locally on payment of the applicable customs duty; and

(2) to obtain fuel, supplies, repairs and equipment on the same basis as albacore tuna vessels of the other Party.

ARTICLE IV

Neither Party shall, pursuant to its fisheries legislation, prohibit the importation into its territory of Pacific

albacore tuna and albacore tuna products from the other Party as a consequence of a dispute arising in other fisheries.

ARTICLE V

1. Vessels of each Party which are not in compliance with this Treaty are subject to enforcement action by the other Party when engaged in fishing for Pacific albacore tuna in waters under the fisheries jurisdiction of the other Party.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. Enforcement actions under this Treaty shall not include imprisonment.

4. In the case of seizure and arrest of a vessel by the authorities of one Party, notification shall be given promptly through diplomatic or consular channels informing the other Party of the action taken and of any penalties subsequently imposed.

ARTICLE VI

1. Either Party may at any time request consultations on the interpretation or application of this Treaty. Such consultations should commence as soon as practicable but in any case not later than sixty days from the date of receipt of the request for consultations, unless otherwise agreed by the Parties.

2. In the event of a dispute arising between the Parties

concerning the interpretation or application of this Treaty, the Parties shall consult with a view to resolving the dispute by negotiation.

ARTICLE VII

The Annexes may be amended by the President of the United States and the Government of Canada through an Exchange of Notes.

ARTICLE VIII

This Treaty shall enter into force upon the exchange of instruments of ratification at Ottawa.[1] After two years from the date of entry into force, either Party may give written notice to the other Party to terminate this Treaty. The Treaty shall terminate on December 31 of the calendar year following that in which such notice was received by the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Treaty.

DONE at Washington in duplicate, in the English and French languages, both versions being equally authentic, this Twenty-sixth day of May, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William Clark [2]

FOR THE GOVERNMENT OF CANADA:

B. Towe [3]

[1] July 29, 1981.
[2] William Clark.
[3] Ben Towe.

ANNEX A

1. a. Each Party agrees to provide annually to the other Party a list of its fishing vessels which propose to fish albacore tuna off the coast of the other Party. The list will include (1) vessel name, (2) home port, (3) radio call sign, (4) fishing vessel registration number, and (5) captain or operator's name, if known.

b. Each Party may provide the other Party with additions or deletions to its list at any time.

c. As soon as possible after receipt, and subject to paragraph 1(d) below, the receiving Party shall satisfy itself that the list received meets the criteria of paragraph 1(a) and shall so inform the other Party in order to enable the albacore fishery to proceed pursuant to this Treaty.

d. Should, due to serious or repeated fisheries violations or offenses, one Party object to the inclusion of a particular vessel on the list of the other Party, the two Parties shall consult. In this event, actions pursuant to paragraph 1(c) with regard to other vessels shall not be delayed. Following consultations, each Party shall notify its vessels which both Parties agree shall not be included on the list referred to in paragraph 1(c).

2. If required by either Party, each vessel shall, upon entering and at least 24 hours prior to leaving the fishing zone of such Party, so inform the appropriate authorities and provide the vessel name, radio call sign and captain or operator's name.

3. When in the fishing zone of the other Party, each vessel shall have its name and radio call sign prominently displayed where they will be clearly visible both from the air and from a surface vessel.

4. Vessels of both Parties shall keep accurate log records while fishing pursuant to this Treaty.

5. In order that better information on the stocks of albacore tuna which migrate off the west coasts of the United States and Canada may be obtained, each vessel engaged in fishing pursuant to this Treaty shall provide to its government statistics and other scientific information on its operations in the fishing zone of the other Party. Each Party shall provide to the other Party twice yearly such information and in particular the amount (number and weight) of albacore tuna caught by its vessels in waters under the fisheries jurisdiction of the other Party. Other specific information to be provided, as well as the forms and procedures for providing such information, shall be agreed upon by the two Parties.

ANNEX B

1. Fishing vessels of the United States of America shall, pursuant to Article II, be authorized to enter the following ports located in Canada:

Port Hardy

Prince Rupert

Victoria

Ucluelet

2. Canadian fishing vessels shall, pursuant to Article III, be authorized to enter the following ports located in the United States of America:

Astoria

Bellingham

Coos Bay

Crescent City

TRAITE ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT DU CANADA
CONCERNANT LES THONIERS (THON BLANC) DU PACIFIQUE
ET LEURS PRIVILEGES PORTUAIRES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

Désireux de collaborer sur des questions relatives à la pêche du thon blanc au large de la côte ouest du Canada et des Etats-Unis,

Désireux d'oeuvrer à l'avantage des industries qui exploitent le produit de cette pêche, et

Tenant compte des délibérations de la Troisième Conférence des Nations Unies sur le droit de la mer au chapitre de la pêche,

Sont convenus de ce qui suit:

ARTICLE I

Sans préjudice des positions juridiques respectives des deux Parties pour ce qui est des espèces hautement migratrices du thon, chaque Partie:

(a) s'assure que tous ses navires qui pêchent le thon blanc dans les eaux relevant de la juridiction de l'autre Partie en matière de pêche se livrent à cette activité en conformité avec les dispositions du présent Traité;

(b) permet aux navires de pêche de l'autre Partie de pêcher le thon blanc dans les eaux relevant de sa juridiction en matière de pêche au delà de douze milles marins à partir des lignes de base servant à mesurer la mer territoriale, en conformité avec les dispositions de l'Annexe "A" du présent Traité et sous réserve des autres lois et règlements applicables.

ARTICLE II

Les navires de pêche des Etats-Unis d'Amérique qui s'adonnent à des activités de pêche en application du présent Traité sont autorisés à avoir accès aux ports du Canada énumérés à l'Annexe "B" du présent Traité et utiliser les installations et services du Canada, sous réserve de la conformité avec les lois et règlements applicables aux douanes, à la navigation, à la sécurité, à l'environnement et les autres lois et règlements liés aux privilèges portuaires, ainsi que du paiement des droits en vigueur relatifs au déchargement des prises de thons blancs, pourvu que lesdits droits n'entraînent pas de traitement discriminatoire sur la base de la nationalité, aux fins suivantes:

(1) décharger leurs prises de thons blancs sans paiement de droits et

(a) les transborder en transit sous surveillance douanière dans tout port des Etats-Unis d'Amérique; ou

(b) les vendre en transit en vue de l'exportation; ou

(c) les vendre sur place moyennant paiement des droits de douane en vigueur; et

(2) obtenir carburant, fournitures, radoubs et matériel sur la même base que les navires de l'autre Partie qui pêchent le thon blanc.

ARTICLE III

Les navires de pêche du Canada qui s'adonnent à des activités de pêche en application du présent Traité sont autorisés à avoir accès aux ports des Etats-Unis énumérés à l'Annexe "B" du présent Traité et utiliser les installations et services des Etats-Unis, sous réserve de la conformité avec les lois et règlements applicables aux douanes, à la navigation, à la sécurité, à l'environnement et les autres lois et règlements liés aux privilèges portuaires, ainsi que du paiement des droits en vigueur relatifs au déchargement des prises de thons blancs, pourvu que lesdits droits n'entraînent pas de traitement discriminatoire sur la base de la nationalité, aux fins suivantes:

(1) décharger leurs prises de thons blancs sans paiement de droits et

(a) les transborder en transit sous surveillance douanière dans tout port du Canada: ou

(b) les vendre en transit en vue de l'exportation; ou

(c) les vendre sur place moyennant paiement des droits de douane en vigueur; et

(2) obtenir carburant, fournitures, radoubs et matériel sur la même base que les navires de l'autre Partie qui pêchent le thon blanc.

ARTICLE IV

Ni l'une ni l'autre Partie n'interdit, en application de sa législation sur les pêches, l'importation dans son territoire de thons blancs du Pacifique et de produits du thon blanc en provenance de l'autre Partie en raison d'un différend concernant d'autres activités de pêche.

ARTICLE V

(1) Les navires d'une Partie qui ne se conforment pas aux dispositions du présent Traité sont passibles de mesures exécutoires de la part de l'autre Partie lorsqu'ils pêchent le thon blanc du Pacifique dans les eaux relevant de la juridiction de cette autre Partie en matière de pêche.

(2) Les navires arrêtés et leurs équipages sont promptement libérés, sous réserve du versement d'une caution raisonnable ou d'une autre garantie dont pourra convenir le tribunal.

(3) Les mesures exécutoires prises aux termes du présent Traité ne comprennent pas l'emprisonnement.

(4) En cas de saisie et d'arrestation d'un navire par les autorités de l'une des Parties, notification est donnée promptement par voie diplomatique ou consulaire à l'autre Partie, l'informant des mesures prises et de toute pénalité imposée subséquemment.

ARTICLE VI

(1) L'une ou l'autre Partie peut demander en tout temps la tenue de consultations sur l'interprétation ou l'application du présent Traité. Lesdites consultations doivent débuter dans les meilleurs délais, mais au plus tard soixante jours à compter de la date de la réception de la demande de consultations, sauf entente contraire entre les Parties.

(2) En cas de différend entre les Parties quant à l'interprétation ou à l'application du présent Traité, les Parties se consultent en vue de régler le différend par voie de négociation.

ARTICLE VII

Les Annexes peuvent être modifiées par le Gouvernement du Canada et par le Président des Etats-Unis d'Amérique par voie d'un Echange de notes.

ARTICLE VIII

Le présent Traité entre en vigueur au moment de l'échange des instruments de ratification à Ottawa. Deux ans

après la date de sont entrée en vigueur, une Partie peut notifier à l'autre Partie son intention de le dénoncer. Le présent Traité prend fin le 31 décembre de l'année civile qui suit l'année au cours de laquelle à été reçue ladite notification par l'autre Partie.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Traité.

FAIT en double exemplaire à Washington le vingt-sixième jour de mai 1981, en français et en anglais, chaque version faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

POUR LE GOUVERNEMENT DU CANADA

ANNEXE A

(1) (a) Chaque Partie convient de fournir annuellement à l'autre Partie une liste de ses navires de pêche qui sont censés pratiquer la pêche du thon blanc au large de la côte de l'autre Partie. La liste comprendra:

(i) le nom du navire;

(ii) le nom du port d'attache;

(iii) l'indicatif radio;

(iv) le numéro d'immatriculation du navire de pêche;

(v) le nom du capitaine ou de l'exploitant, s'il est connu.

(b) Chaque Partie peut communiquer en tout temps à l'autre Partie des additions ou suppressions à sa propre liste.

(c) Dès que possible après réception de la liste et sous réserve du paragraphe (1) (d) ci-dessous, la Partie réceptrice s'assure que la liste répond aux critères du paragraphe (1) (a) et en informe l'autre Partie de manière à permettre que se poursuive la pêche du thon blanc en vertu du présent Traité.

(d) Si, par suite de violations ou de contraventions sérieuses ou répétées en matière de pêche, une Partie s'oppose à l'inclusion d'un navire particulier sur la liste de l'autre Partie, les deux Parties se consultent. En pareil cas, les mesures à prendre en application du paragraphe (1) (c) au regard des autres navires ne sont pas reportées. Après consultations, chaque Partie notifie ses navires dont les deux Parties ont convenu qu'ils ne doivent pas figurer sur la liste visée au paragraphe (1) (c).

(2) A la demande de l'une ou l'autre Partie, chaque navire doit, en pénétrant dans la zone de pêche de ladite Partie et au moins 24 heures avant de quitter ladite zone, en informer les autorités compétentes et donner le nom du navire, l'indicatif radio et le nom du capitaine ou de l'exploitant.

(3) Dans la zone de pêche de l'autre Partie, chaque navire doit arborer son nom et son indicatif radio de manière qu'ils puissent être clairement vus du haut des airs et par un navire naviguant en surface.

(4) Les navires des deux Parties tiennent un journal de bord précis pendant qu'ils s'adonnent à des activités de pêche en vertu du présent Traité.

(5) De manière à obtenir une information plus complète sur les stocks de thons blancs qui migrent au large de la côte ouest des Etats-Unis et du Canada, chaque navire qui se livre à des activités de pêche en vertu du présent Traité fournit à son gouvernement des données statistiques et d'autres renseignements scientifiques sur ses opérations dans la zone de pêche de l'autre Partie. Chaque Partie fournit cette information à l'autre Partie deux fois l'an et lui communique plus particulièrement le volume (quantité et poids) de thons blancs capturés par ses navires dans les eaux relevant de la juridiction de l'autre Partie en matière de pêche. Les deux Parties conviennent des autres renseignements spécifiques à fournir ainsi que des modalités de transmission de cette information.

ANNEXE B

(1) En conformité avec l'Article II, les navires de pêche des Etats-Unis d'Amérique sont autorisés à avoir accès aux ports suivants au Canada:

Port Hardy
Prince Rupert
Ucluelet
Victoria

(2) En conformité avec l'Article III, les navires de pêche du Canada sont autorisés à avoir accès aux ports suivants aux Etats-Unis:

Astoria
Bellingham
Coos Bay
Crescent City

PEOPLE'S REPUBLIC OF BULGARIA

Cultural Relations: Exchanges for 1981–1982

Agreement signed at Washington November 21, 1980;
Entered into force November 21, 1980;
Effective January 1, 1981.
With final protocol.

73-634 - 88 - 21

PROGRAM OF CULTURAL, EDUCATIONAL, SCIENTIFIC AND TECHNOLOGICAL EXCHANGES BETWEEN THE UNITED STATES OF AMERICA AND THE PEOPLE'S REPUBLIC OF BULGARIA FOR 1981 AND 1982

The Government of the United States of America and the Government of the People's Republic of Bulgaria, acting in the spirit of the Final Act of the Conference on Security and Cooperation in Europe and taking into account the experience of the 1979/1980 Program, agree on the following:

ARTICLE I

1. The Parties will exchange each year at least seven international visitors and specialists on each side for periods up to four weeks for professional observation and consultation in fields such as the arts, culture, education, government, the information media, agriculture and science. The fields of specialization will be agreed by the Parties.

2. The Parties will facilitate the exchange each year of two university lecturers from each side for a full academic year. Lecturers desiring language training will be assigned to appropriate training programs in the host country for at least one month prior to the beginning of their lecturing assignments. The lecturers' fields of expertise will be agreed by the Parties in each case, and may include, but are not limited to, the civilization, history, archeology, culture, economic and political systems, language and literature of their own country.

3. Each Party will provide one five-month scholarship each year for specialists from the other country for study in the fields of art and culture. Specific arrangements will be determined through diplomatic channels.

4. The United States will provide one five-month scholarship each year for Bulgarian mid-career professionals for research in American management science, business law, or marketing. Specific arrangements will be determined by the two Parties in accord with the desires of the nominee and the possibilities of the host country.

5. The United States will provide one five-month scholarship for each year of this Program for Bulgarian specialists in the fields of modern American literature or linguistics for study and research in the U.S.

6. Bulgaria will provide five places each year for American scholars and students in Bulgarian or Slavic studies, including lecturers under Article I (2), to participate in the Summer Seminar for Foreign Slavic or Bulgarian Scholars in Bulgaria.

7. The United States will provide one lecturer/specialist in 1982 for one month in English language teaching, methodology and linguistics for the summer seminar for Bulgarian teachers of English.

8. The Parties will encourage the conclusion of agreements for direct exchanges between universities, research institutes and other appropriate organizations of the two countries.

9. The Parties will facilitate the exchange of informational materials on their education systems, including school and instructional literature, textbooks, periodicals, and other pedagogical publications.

10. The Parties agree to encourage participation in seminars and lectures organized by each Party to promote better understanding of the historical, social, economic, and political processes of each country in the other country. The financial conditions for the implementation of this provision will be determined in each case through diplomatic channels.

ARTICLE II

1. The Parties will take all appropriate measures to fulfill the Memorandum of Understanding of February 9, 1978, between the National Science Foundation of the United States of America and the State Committee for Science and Technical Progress of the People's Republic of Bulgaria.

2. The Parties will encourage continued fulfillment of the Memorandum of Understanding between the National Academy of Sciences of the United States and the Bulgarian Academy of Sciences, of September 1, 1970,[1] and subsequently renewed.

[1] Not printed.

3. The Parties will encourage scientists of the two countries to explore additional areas of cooperation, and will consider, as deemed necessary, the conclusion of agency-to-agency memoranda of understanding for mutually beneficial cooperation between other United States Government agencies and Bulgarian organizations.

4. The Parties agree to an exchange of maps between the Office of the Coordinator for Maps, Department of State and the General Board of Geodesy and Cartography. Specific administrative procedures and arrangements of the exchange will be worked out between the two offices.

ARTICLE III

1. The Parties will facilitate the exchange of at least one major official exhibit from each side during the period of the Program. The Bulgarian side will plan to send an appropriate exhibit in honor of the 1300th anniversary of the foundation of the Bulgarian state. Each of the exhibits may incorporate collections of reference publications and such mutually acceptable activities as conferences, symposia, lectures and consultations related to the theme of the exhibits and may be accompanied by personnel, such as exhibit director, guides, technicians and specialists. The organization and themes of these exhibitions will be subject to additional agreements, contracts and protocols between the sending organizations and the receiving organization.

2. The Parties will also encourage the exchange of other exhibits between museums and other institutions of the two countries.

3. The Parties will encourage and facilitate contacts, exchanges and the conclusion of agreements between appropriate press, radio and television organizations of the two countries including the exchange of specialists, materials, programs and films.

4. The Parties will facilitate the regular exchange of major publications of fiction, scientific and national literature, periodicals, reference books, monographs, scientific papers, etc., between the Library of Congress and the Cyril and Methodius National Library. Details will be specified in a direct agreement between the two libraries.

5. The two libraries will endeavor to exchange one specialist each for a period of two to four weeks for the sharing of experience, research of materials and observation.

6. The Parties will encourage, subject to the legal requirements of each country, including, if necessary, the consent of the author, the translation and publication in each country of scientific, scholarly and literary works of the other.

7. The Parties agree to give priority to the exchange of theater professionals in order to promote better mutual understanding of their respective cultures. In 1981, one or more Bulgarian theater professionals will travel to the United States to consult with American theater professionals. In 1981 or 1982, one or more American theater professionals will travel to Bulgaria for similar consultation. The Parties express their hope that these consultations will lead to the presentation of plays in each other's country.

8. (a) The Parties will encourage the exchange of at least one musical, dance or theatrical group or an individual artist annually. Specific arrangements will be determined through both diplomatic and commercial channels. In 1981, the U.S. side will offer a chamber orchestra and, during the program term, the Bulgarian side will also offer a chamber orchestra.

(b) The Parties will also encourage the exchange of other professional groups, including circus acts and performers, for which specific arrangements will be determined through commercial channels.

9. The Parties will encourage the invitation of persons eminent in the arts to participate in festivals, competitions and other international events and to act as members of the jury or observers in activities with international participation. To this end, the two sides will exchange information as to international festivals, competitions and other similar events taking place in each country.

10. In order to expand cooperation in the medium of film, the Parties, during the period of this Program, will encourage the sponsoring by appropriate organizations in each country of film weeks devoted to the films of the other country. The organization and financial terms of such film weeks will be determined by agreement between the sponsoring organizations or through diplomatic channels.

ARTICLE IV

1. In connection with the celebration of the 1300th anniversary of the foundation of the Bulgarian State, the Bulgarian side desires to establish, in agreement with the Department of State, a National Jubilee Committee in the United States.

2. The American side, through the Department of State, will assist as appropriate, the National Jubilee Committee in implementation of its program of cultural and other activities in connection with the celebration of the 1300th anniversary of the foundation of the Bulgarian State.

3. Especially during the 1300th anniversary of the foundation of the Bulgarian State, the Parties will give special emphasis and encouragement to facilitate by all appropriate means the public distribution of cultural, informational and scientific material designed to increase knowledge of the peoples and cultures of the two countries, including the use of libraries, in accordance with the principles expressed in Article II, paragraph (2), of the Agreement.

ARTICLE V

1. This Program will not preclude other exchanges which may be arranged by appropriate organizations or persons interested in these activities.

2. The exchanges provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries.

3. The Program year will begin on January 1 and end on December 31 of each year, except that for Article I, Sections 2, 3, 4, and 5, the applicable period shall be the academic year which begins during the program year.

4. The Parties will meet before the end of the Program period to review its implementation and to discuss plans for future program activities.

5. The persons exchanged in implementation of this Program will be nominated by the sending Party and are subject to approval by the receiving Party.

6. For the exchanges specified in Article I, paragraph 1 and Article III, paragraphs 5 and 7, the sending Party will provide, three months in advance of the proposed arrival date, full biographic data and details for the persons proposed for exchange, including professional fields of interest, special interests, publications, names of persons and institutions to be visited, and knowledge of foreign languages. The decision of the receiving Party will be given not later than six weeks prior to the proposed date of arrival. The final date and time of arrival will be communicated to the receiving Party not later than ten days in advance of arrival.

7. For the exchanges specified in Article I, paragraph 2, the sending Party will provide during January of each year the full biographic data and professional details for the persons to be exchanged, including academic fields of interests, the subjects of scholarly publications, special interests, the subjects of lectures to be given or research topics to be undertaken and the names and ages of accompanying dependents proposed to arrive at the beginning of the academic year and the decision by the receiving side shall be made no later than the following April first. For the exchanges specified in Article I, paragraphs 3, 4 and 5, the sending Party will provide such information no less than six months before the beginning of the semester for which the person is nominated. The decision of the receiving Party will be given not later than three months following receipt of nomination. The final date and time of arrival will be communicated to the receiving Party not later than twenty days in advance.

ARTICLE VI

1. For all participants in these exchanges, round-trip international travel between the capitals of the two countries will be provided by the sending side, except for exchanges specified in Article III.8, which will be conducted on a commercial basis and subject to prior agreement in each case.

2. For the exchanges specified in Articles I.1, I.7, III.5 and III.7, the United States side will pay the cost of necessary internal travel in the United States and will provide a daily stipend of at least seventy two dollars in the case of individual visitors for 30 days or less, and a guide/interpreter where necessary; other arrangements may be made for visits of longer duration; the Bulgarian side will pay the cost of necessary internal travel within Bulgaria, appropriate local accommodations, a daily stipend of 20 leva, and provide a guide/interpreter.

3. For the exchanges specified in Article I, Sections 2, 3, 4 and 5, the receiving side will in each case provide an appropriate stipend in accordance with established rates and the academic status of each person, to be made known in advance; each side will provide free housing or a stipend sufficient to cover the cost of local housing and other necessary expenses.

4. The receiving side will provide medical and hospital insurance in case of illness or accident, within limitations established in advance by each side.

5. The conditions governing direct exchanges between universities, research institutions and other appropriate organizations, specified in Article I, paragraph 8, will be established by the participating organizations.

6. For the official exhibits to be exchanged under Article III, paragraphs 1 and 2, unless other arrangements are made with sponsoring organizations regarding the financial terms, the sending side will pay all costs connected with their exhibits, including costs of collateral activities and personnel connected with the exhibits.

ARTICLE VII

This program is valid from January 1, 1981, through March 22, 1982. Its validity will be automatically extended through December 31, 1982, upon the renewal of the Agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on exchanges and cooperation in culture, scientific, educational, technological and other fields which entered into force on March 23, 1978 and was appropriately renewed on April 9, 1980[1] (effective March 23, 1980) or upon conclusion of a new agreement on such exchanges and cooperation, assuming the consistency of the provisions of this program with such renewed or new Agreement.

DONE in Washington, D.C., in duplicate on November 21, 1980, in two originals, in the English and Bulgarian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [2]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA: [3]

[1] TIAS 9020, 9831; 29 UST 3419; 32 UST 2232.
[2] John E. Reinhardt.
[3] Stoyan Zhulev.

FINAL PROTOCOL BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA
ON THE PROGRAM DOCUMENT ON EXCHANGES

At the time of signing of the Program Document on Cultural, Educational, Scientific and Technological Exchanges between the United States of America and the People's Republic of Bulgaria for 1981 and 1982, the plenipotentiaries of both contracting states agreed on the following points:

1. In view of the statement of the Government of the People's Republic of Bulgaria that it was not in a position to receive the exhibit "America Now," the American side wishes to state its desire to offer this exhibit again.

2. The Bulgarian side noted this American desire to exhibit "America Now" or a similar exhibit of art and culture in 1982 and stated that this wish would receive consideration by the appropriate Bulgarian authorities within the next few months.

3. The American side expressed the wish that both Parties eliminate visa fees for the exchanges under the Program Document, and the Bulgarian side agreed to consider the following proposal, to wit:

> Both Parties will grant visas free of charge to participants in the exchanges under the Program Document, as well as to family members who accompany them for the approved period of their stay in the other country.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA

П Л А Н

ЗА ОБМЕН В ОБЛАСТТА НА КУЛТУРАТА,ОБРАЗОВАНИЕТО,НАУКАТА И ТЕХНИКАТА МЕЖДУ СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ И НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ ЗА 1981 И 1982 ГОДИНА

Правителството на Съединените американски щати и Правителството на Народна република България,ръководени от духа на Заключителния акт на Конференцията за сигурност и сътрудничество с Европа и взимайки предвид опита на изпълнението на Плана за 1979 и 1980 година се договориха за следното:

Ч Л Е Н I

1.Страните ще обменят всяка година най-малко по седем специалисти от всяка страна за период от четири седмици с цел професионални наблюдения и консултации в областта на изкуството,културата,образованието,управлението,средствата за информация,селското стопанство и науката.

2.Страните ще улесняват всяка година размяната на по двама университетски лектори от всяка страна за пълна академична година.Лекторите,които желаят езиково обучение ще бъдат включени в подходящи учебни програми в страната-домакин за период най-малко един месец преди започването на лекторската им дейност.Специалността на лекторите ще се договаря от страните за всеки конкретен случай и може да включва,без да се ограничава само до цивилизация,история,археология,култура, икономически и политически системи,език и литература на собствените им страни.

3.Всяка страна ще предоставя по една петмесечна стипендия ежегодно на специалисти от другата страна за изследвания в областта на изкуството и културата.Конкретното договаряне ще се извършва по дипломатически път.

4.Съединените щати ще отпускат по една петмесечна стипендия годишно на български специалисти за проучвания в областта на американската наука за управление,икономическо право и маркетинг.Подробностите ще се уточнят между двете страни в съгласие с желанието на кандидата и възможностите на приемащата страна.

5.Съединените американски щати ще отпускат годишно по една петмесечна стипендия на български специалисти за обучение и изследвания в САЩ в областта на съвременната американска литература и езикознание.

6.Българската страна ще предоставя ежегодно пет места на американски учени и студенти в областта на българистиката или славистиката,включително лекторите по член I/2 за участие в летния семинар за чуждестранни българисти и слависти.

7. Съединените американски щати ще предоставят един лектор, специалист по преподаване на английски език, методика и лингвистика, на летния курс за български преподаватели по английски език през 1982 година, за един месец.

8. Страните ще насърчават сключването на споразумения за пряк обмен между университети, научни институти и други сходни организации на двете страни.

9. Страните ще улесняват обмена на информационни материали по въпросите на техните образователни системи, включително учебна и помощна литература, учебници, периодични издания и други и педагогически публикации.

10. Страните изразиха съгласие да поощряват участието в семинари и лекции, организирани от всяка страна, спомагащи за по-доброто разбиране на историческите, социалните, икономическите и политическите процеси на всяка страна в другата страна.

За постигането на тази цел финансовите условия ще се определят за всеки отделен случай по дипломатически път.

ЧЛЕН II

1.Страните ще вземат всички необходими мерки за изпълнение на Споразумението за разбирателство,подписано на 9 февруари 1970 г.между Държавния комитет за наука и технически прогрес на Народна република България и Национална научна фондация на Съединените американски щати.

2.Страните ще насърчават и по-нататък изпълнението на Споразумението за разбирателство между Българската академия на науките и Националната академия на науките на Съединените американски щати,подписано на 1 септември 1970 г. и съответно подновено.

3.Страните ще поощряват учени от двете страни за проучване на допълнителни области за сътрудничество и ще разгледат, ако се сметне за необходимо сключване на преки споразумения

за разбирателство,за взаимно изгодно сътрудничество между български организации и други правителствени органи на Съединените американски щати.

4.Страните се договориха за размяна на карти между Координационната служба за карти,Държавния департамент и Главното управление по геодезия,картография и кадастър.Конкретните административни процедури относно размяната ще бъдат уточнени между двете служби.

Ч Л Е Н III

1.Страните ще улесняват размяната на най-малко една голяма официална изложба от всяка страна през периода на валидността на Плана.Българската страна планира да изпрати подходяща изложба в чест на 1300 годишнината от основаването на българската държава.Всяка изложба може да включва сбирка от информационни материали и такива взаимно приемливи мероприятия като конференции,симпозиуми,лекции и консултации,свързани с темата на изложбата,която може да бъде придружавана от персонал като директор на изложбата,информатори,техници и специалисти.Организацията и темите на тези изложби ще бъдат предмет на допълнително споразумение,договори и протоколи между изпращащата организация и приемащата организация.

2.Страните ще насърчават също така размяната на други изложби между музеи и други институции на двете страни.

3.Страните ще поощряват и улесняват контактите,обмена и сключването на споразумения между съответните органи на печата, радиото и телевизията на двете страни,включително размяната на специалисти,материали,програми и филми.

4.Страните ще улесняват редовния обмен на по-значителни издания на художествената и научната литература и патриотика,периодични издания,справочници,мотографии,научни трудове и други

Между Народната библиотека "Кирил и Методи4 и Конгресната библиотека.Подробностите ще се уточнят в пряко споразумение между двете библиотеки.

5.Двете библиотеки ще положат усилия да разменят по един специалист от всяка страна за период от две до четири седмици за обмяна на опит,проучване на материали и наблюдения.

6.Страните ще поощряват превода и публикуването на научна,учебна и художествена литература на другата страна,съгласно правните норми на всяка страна,включително ако е необходимо и съгласието на автора.

7.Страните се договориха да дадат предимство на размяната на специалисти в областта на театъра с цел подпомагане по-доброто взаимно разбиране на съответните култури.През 1981 г. един или повече български специалисти в областта на театъра ще посетят САЩ за консултации с американски специалисти в областта на театъра. През 1981 или 1982 г.един или повече американски специалисти в областта на театъра ще посетят България за подобни консултации. Страните изразяват надежда,че тези консултации ще доведат до представянето на пиеси на едната страна в другата страна.

8 /а/Страните ще насърчава размяната на най-малко една музикална, танцова или театрална група или индивидуален изпълнител годишно. Подробностите ще бъдат уточнени по дипломатическки и търговски път.През 1981 г.американската страна ще предложи камерен оркестър и по време на валидността на плана българската страна също ще предложи камерен оркестър.

8 /б/Страните също така ще насърчават размяната на други професионални групи,включително циркови програми и изпълнители,като подробностите ще се уточняват по търговски път.

9.Страните ще насърчават поканването на изтъкнати представители на изкуството за участие във фестивали,конкурси и други междуна-

родни прояви,както и да бъдат членове на жури или наблюдатели на мероприятия с международно участие.За тази цел двете страни ще разменят информация за международни фестивали,конкурси и други подобни мероприятия провеждани във всяка една от страните.

10.С оглед разширяване на сътрудничеството в областта на киното през периода на валидността на плана страните ще насърчат организирането от съответните институции във всяка страна на филмови седмици на другата страна.Организацията и финансовите условия на такива филмови седмици ще се договарят със споразумение между организаторите или по дипломатически път.

Ч Л Е Н IV

1.Във връзка с честването на 1300 годишнината от създаването на българската държава,българската страна желае да създаде в съгласие с Държавния департамент Национален юбилеен комитет.

2.Американската страна чрез Държавния департамент ще подпомогне съответно Националния юбилеен комитет при изпълнението на неговата програма,свързана с културните и други дейности във връзка с честването на 1300 годишнината от създаването на българската държава.

3. Особено по време на 1300-годишнината от създаването на българската държава, страните ще окажат особено внимание и съдействие за улесняване по всички подходящи начини разпространяването на културни, информационни и научни материали, предназначени да разширяват знанията на народите и културите на двете страни, включително използуване на библиотеки, в съответствие с принципите, изразени в член II, параграф 2, на Спогодбата.

Ч Л Е Н V

1.Настоящият план няма да изключва друг вид обмен,който може да се организира чрез съответните организации или лица,заинтересовани от подобна дейност.

2.Предвиденият тук обмен ще се подчинява на конституционните

изисквания и прилаганите закони и разпоредби на двете страни.

3.Годината за изпълнение на Плана ще започва на 1 януари и ще приключва на 31 декември всяка година,с изключение на размените по т.I параграф 2,3,4 и 5, за които срокът за изпълнение ще бъде академичната година,която започва през съответната година от плана.

4.Страните ще се срещнат преди изтичането на срока на Плана, за да направят преглед на изпълнението и да разискват мероприятия та по бъдещия план.

5.Лицата,които ще се разменят в изпълнение на този план ще се определят от изпращащата страна и ще бъдат одобрявани от приемащата страна.

6.За обмена,предвиден в член I,параграф 1и член III,параграф 5 и 7 изпращащата страна ще предоставя три месеца преди предложената дата на пристигане пълните биографични данни и подробности за лицата,предложени за обмен,включително професионални и специални интереси,публикации,имената на лицата и учрежденията, които ще посетят,както и знания на чужди езици.Решението на приемащата страна ще бъде оповестявано не по-късно от шест седмици преди предложената дата на пристигане.Окончателната дата и часа на пристигане ще се съобщава на приемащата страна не по-късно от десет дни преди пристигането.

7.За обмена,определен в член I,параграф 2 изпращащата страна ще предоставя през м.януари на всяка година пълни биографични данни и подробности за лицата,предложени за обмен,включително и академични интереси,публикации, специални интереси,теми за лекциикоито ще се изнасят,или теми за изследвания,както и имената и възрастта на придружаващите лица,предложени да пристигнат в началото на учебната година.Решението на приемащата страна ще се съобщава не по-късно от 1 април на същата година.За размените, уточнени в член I,параграф 3 и 5 изпращащата страна ще осигури такава информация не по-късно от шест месеца преди началото на семестъра,за който се предлага лицето.Решението на приемащата

страна ще се съобщава не по-късно от три месеца след получаване на предложението.Окончателната дата и време на пристигане ще се съобщава на приемащата страна не по-късно от 20 дни предварително-.

Ч Л Е Н VI

1.За всички участници в този обмен билетите за пътуване между двете столици ще се осигуряват от изпращащата страна,с изключение на обмена по член III,параграф 3,който ще се извършва на търговска база и ще се подчинява на предварителна договореност за всеки случай поотделно.

2.За обмена,предвиден в чл.I параграф 1 и 7 и чл. III,параграф 5 и 7 американската страна ще поеме разходите за необходимия вътрешен транспорт в САЩ и дневната стипендия,възлизаща най-малко на седемдесет и два долара за индивидуални посетители за 30 дни или по-малко и екскурзовод-преводач при необходимост.За по-продължителни посещения могат да се уреждат и други условия на пребиваване.Българската страна ще поеме разходите за необходимия вътрешен транспорт в България,съответно настаняване,дневна стипендия от 20 лева и ще осигурява екскурзовод-преводач.

3.За обмена,предвиден в чл.I параграф 2,3,4 и 5 приемащата страна за всеки случай ще осигурява подходящо възнаграждение в съответствие с установените норми и академичния статут на всяко лице,което ще се уповестява предварително,всяка една от страните ще осигурява безплатно жилище или стипендия достатъчно голяма,за да покрие разходите за жилище на място и други необходими разходи.

4.Приемащата страна ще осигурява медицинска и болнична застраховка в случай на заболяване или злополука в рамки установени от всяка страна предварително.

5.Условията,регулиращи прекия обмен между университетите, изследователски институти и други организации предвиден по чл.1 параграф 6,ще се определят от участвуващите организации.

6.За официалните изложби,които ще се разменят съгласно член III параграф 1 и 2,освен ако не се постигне друга договореност, изпращащата страна ще поеме всички разходи по своите изложби, включително разходите по странични мероприятия и по кадровия състав,свързан с изложбите.

Настоящият План е валиден от 1 януари 1981 година до 22 март 1982 година.Неговата валидност ще се продължи автоматически до 31 декември 1982 година при подновяването на Споразумението между правителството на Народна република България и правителството на Съединените американски щати за обмен и сътрудничество в културната,образователна,техническата и други области,влязло в сила на 23 март 1970 година и подновено на 9 април 1980 година/влязло в сила на 23 март 1980 година/,или при сключване на ново споразумение по въпросите за такъв обмен и сътрудничество,като се съгласуват постановките на настоящия План с подновените или новите споразумения.

Изготвен във Вашингтон,на 21 ноември 1980 г. в два оригинала на български и английски език,като двата екземпляра са еднакво достоверни.

ЗА ПРАВИТЕЛСТВОТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ:

ЗА ПРАВИТЕЛСТВОТО НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ:

ЗАКЛЮЧИТЕЛЕН ПРОТОКОЛ МЕЖДУ ПРАВИТЕЛСТВОТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ И ПРАВИТЕЛСТВОТО НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ КЪМ ПЛАНА ЗА ОБМЕН

По време на подписването на Плана за обмен в областта на културата,образованието,науката и техниката между Съединените американски щати и Народна република България за 1981 и 1982 година упълномощените от двете договарящи се страни лица се съгласиха със следното:

1.Във връзка с изявлението на Правителството на Народна република България,че не е в състояние да приеме изложбата "Америка сега" американската страна желае да изрази своето желание да предложи тази изложба отново.

2.Българската страна отбеляза това желание на американската страна да покаже изложбата"Америка сега"или подобна изложба за изкуство и култура през 1982 година и заяви,че това желание ще бъде разгледано от съответните български власти през следващите няколко месеца.

3.Американската страна изрази желание двете страни да премахнат таксите за виза за обмена по плана и българската страна даде съгласие да разгледа следното предложение:

Двете страни ще издават безплатни визи на участниците в размяната по тази програма,както и на членовете на семействата,които могат да ги придружават за одобрения срок на престоя в другата страна.

ЗА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

ЗА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Aviation: Air Transport Services

Agreement amending the agreement of July 23, 1977, as amended.
Effected by exchange of notes
Signed at Washington December 4, 1980;
Entered into force December 4, 1980;
Effective April 1, 1980, except annex 5 which became effective January 1, 1980.
With related letters.

The Secretary of State to the British Ambassador

Excellency:

I have the honor to refer to negotiations which have taken place in London and Washington pursuant to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning Air Services, signed at Bermuda on 23 July 1977, as amended by the Exchanges of Notes of 25 April 1978 and 27 December 1979[1] (hereinafter referred to as the "Agreement").

As a result of these negotiations and in accordance with Article 18 of the Agreement, I have the honor to propose that:

(1) If the Government of the United Kingdom designates a second airline for the gateway route segment London-Miami as set forth in UK Route 1 in Section 3 of Annex 1 to the Agreement, the Government of the United States shall, pursuant to paragraph (5) of Article 3 of the Agreement, accept such further designation. Subject to compliance

His Excellency
Sir Nicholas Henderson,
British Ambassador.

[1] TIAS 8641, 8965, 9722; 26 UST 5367; 29 UST 2680; 32 UST 524. [Footnote added by the Department of State.]

with the remaining provisions of the Agreement, the second designated airline may commence services on or after 14 April 1980. The Government of the United States shall use its best efforts to grant necessary authorizations and technical permissions in the shortest possible time, and the periods set forth in Article 12 (Tariffs) of the Agreement and Annex 2 (Capacity on the North Atlantic) to the Agreement shall be reduced to the extent necessary to permit airline planning, marketing and start of services on the permitted date.

(2) If the Government of the United States designates a second airline for the gateway route segment Boston-London or a second airline for the gateway route segment Miami-London as set forth in US Route 1 in Section 1 of Annex 1 to the Agreement, the Government of the United Kingdom shall, pursuant to paragraph (5) of Article 3 of the Agreement, accept such further designation or designations. Subject to compliance with the remaining provisions of the Agreement, the second designated airline may commence services on Boston-London on or after 14 April 1980 and on Miami-London on or after 15 January 1981.

The Government of the United Kingdom shall use its best efforts to grant operating authorizations and technical permissions in the shortest possible time, and the periods set forth in Article 12 (Tariffs) of the Agreement and Annex 2 (Capacity on the North Atlantic) to the Agreement shall be reduced to the extent necessary to permit airline planning, marketing and start of services on the permitted date.

(3) US Route 1 in Section 1 of Annex 1 to the Agreement shall be amended to read in its entirety as shown in Enclosure 1 to this Note.

(4) UK Route 1 in Section 3 of Annex 1 to the Agreement shall be amended to read in its entirety as shown in Enclosure 2 to this Note.

(5) A Section 6 shall be added to Annex 1 to the Agreement as set out in Enclosure 3 to this Note.

(6) A Section 7 shall be added to Annex 1 to this Agreement as set out in Enclosure 4 to this Note.

(7) An Annex 5 shall be added to the Agreement as set out in Enclosure 5 to this Note.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that the

present Note and its enclosures, together with your reply in that sense, shall constitute an Agreement between our two Governments which shall be considered to have entered into force on 1 April 1980, except that Annex 5 shall be considered to have entered into force on 1 January 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

E. Johnston [1]

[1] E. Johnston. [Footnote added by the Department of State.]

Enclosure 1

Section 1: Scheduled Combination Air Service Routes for the United States
US Route 1: Atlantic Combination Air Service

(A) US Gateway Points	(B) Intermediate Points	(C) Points in UK Territory	(D) Points Beyond 6/7/
Anchorage		London	Berlin
Atlanta		Prestwick/Glasgow	Frankfurt
Boston 1/			Hamburg
Chicago			Munich
Dallas/Ft. Worth			
Denver 2/ 3/			Oslo 8/
Detroit			
Houston 4/			
Los Angeles			
Miami 1/			
Minneapolis/St. Paul 5/			
New York			
Philadelphia			
San Francisco			
Seattle			
Washington/Baltimore			
Points to be selected under Section 6 of this Annex 3/			

1/ Footnote 3 shall apply to operations of any airline designated pursuant to paragraph (5) of Article 3.
2/ May not be served nonstop until 14 April 1980.
3/ Flights from these points may not enjoy local traffic rights between points in Column (C) and points in Column (D) except that they may enjoy such traffic rights at Oslo when served through Prestwick/Glasgow.
4/ May not be served nonstop until 1 July 1980.
5/ May not be served nonstop until 1 June 1980.
6/ In addition, Austria and Belgium may be served until 23 July 1980; the Netherlands, Norway and Sweden may be served until 23 July 1982; and these points shall be considered as appearing in Column (D) for the specified periods.
7/ Only one US airline may be designated to serve each point in Column (D) on this route, including those in Footnote 6, except for Frankfurt for which two airlines may be designated on US Routes 1 and 2 taken together.
8/ Limited after 23 July 1982 to services through Prestwick/Glasgow; only one US airline may serve Oslo through Prestwick/ Glasgow at any time.

Enclosure 2

Section 3: Scheduled Combination Air Service Routes for the United Kingdom

UK Route 1: Atlantic Combination Air Service

(A) UK Gateway Points	(B) Intermediate Points	(C) Points in US Territory	(D) Points Beyond
London		Atlanta 2/	
Manchester		Boston	
Prestwick/Glasgow		Chicago	
Belfast 1/		Dallas/Ft. Worth 3/	
		Detroit	
		Houston	
		Los Angeles	
		Miami	
		New Orleans 4/	
		New York	
		Philadelphia	
		St. Louis 5/	
		San Francisco	
		Seattle	
		Washington/Baltimore	
		Points to be selected under Section 6 of this Annex.	

1/ May be served nonstop if selected under Section 6 of this Annex.
2/ Service may begin on or after 1 June 1980.
3/ Service may begin on or after 23 July 1980.
4/ Service may begin on or after 1 April 1981.
5/ Service may begin on or after 14 April 1980.

Enclosure 3

SECTION 6

NOTES ON NEW GATEWAY POINTS

1. In accordance with the provisions of this Section, a Contracting Party may select new gateway points from among the following:

(a) Cleveland, Denver, Ft. Lauderdale, Honolulu, Kansas City, Las Vegas, Minneapolis/St. Paul 1/, New Orleans, Orlando, Phoenix, Pittsburgh, Portland, St. Louis, San Diego and Tampa.

(b) Any other point in United States territory whose international airport is located more than 100 direct air miles from the international airport of a point already served or selected for service under this Agreement.

(c) Any other point in United States territory whose international airport is located less than 100 direct air miles from the international airport of a point already served or selected for service under this Agreement, provided that the other Contracting Party does not object to its selection. In deciding whether to object, the other Contracting Party shall have regard to whether the proposed point is

[1] May not be served by a UK airline for 3 years after the start of service on 1 June 1980 or such later date as all necessary authorizations and technical permissions have been granted by the United Kingdom (provided that reasonable efforts have been made to obtain them).

generally considered to be a separate metropolitan area from the proximate gateway point.

(d) Notwithstanding subparagraph (c) above, Newark and Baltimore. Services at these points may be held out, promoted and sold as services at New York and Washington, respectively, as well as Newark and Baltimore. Such selections and services shall not derogate from the rights of airlines designated for services at New York and Washington/Baltimore on North Atlantic routes to use any or all New York or Washington/Baltimore area airports and hold out, promote and sell their flights as Newark and Baltimore services as well as New York and Washington services without regard to the airport used. The traffic carried on gateway route segments to/from New York and to/from Washington/Baltimore by airlines designated for these gateway route segments (including their services, if any, to and from Newark and Baltimore airports) shall, for the purposes of Article 3(2)(b)(i) of this Agreement, be counted separately from traffic carried on gateway route segments to/from Newark and to/from Baltimore, respectively, by airlines designated for Newark or Baltimore gateway route segments subsequent to gateway selection pursuant to this Section.

(e) Belfast, solely by the United Kingdom.

2. (a) At the time of selecting a new gateway point in accordance with the provisions of this Section, a Contracting Party may notify the other Contracting Party that it wishes the services of its designated airline at that gateway to receive market development protection for a period not to exceed three years from the date on which the service is permitted in accordance with paragraphs 2 to 6 of this Section or such later date as all necessary authorizations and technical permissions have been granted by the other Contracting Party (provided that reasonable efforts have been made to obtain them). During a period of invoked market development protection, no nonstop North Atlantic service under this Agreement may be commenced at that gateway point by an airline of the other Contracting Party, unless the designated airline of the Contracting Party invoking such protection operates fewer than 100 non-stop round trip combination flights within the first twelve-month period after the start of the market development period, or fewer than 150 such flights within any subsequent twelve-month period.

(b) Such market development protection shall be accorded to the United Kingdom designated

airline or airlines serving St. Louis and New Orleans and shall commence on 14 April 1980 and 1 April 1981, respectively, or on such later dates as all necessary authorizations and technical permissions have been granted by the United States (provided that reasonable efforts have been made to obtain them). It may be invoked by the United States for its designated airline serving Denver, and if so shall commence on 14 April 1980, or on such later date as all necessary authorizations and technical permissions have been granted by the United Kingdom (provided that reasonable efforts have been made to obtain them), and provided that the United States gives notification to the United Kingdom of its wish to invoke such protection at the time of or before signature of the Exchange of Notes incorporating this Section into this Agreement.

3. A gateway point shall be selected by written notification to the other Contracting Party through diplomatic channels and such notification shall take place in accordance with the following timetable regarding sequence, timing and, subject to the provisions of paragraph 2 above, commencement of services at the gateway point. For services permitted to start as set out in column (A), the Contracting Parties shall select new gateway points in the sequence set out in column (B) and shall observe the

latest dates for delivery of notification set out in column (C).

(A) Date of Permitted Start of Services	(B) Sequence of Selection	(C) Latest Date for Delivery of Notification of Selection
1 April 1981	(1st) US - Point A	30 November 1980
	(2nd) UK - Point A	31 December 1980
1 April 1982	(1st) UK - Point B	31 October 1981
	(2nd) US - Point B	30 November 1981
1 April 1983	(1st) US - Point C	31 October 1982
	(2nd) UK - Point C	30 November 1982
1 April 1984	(1st) UK - Point D	31 October 1983
	(2nd) US - Point D	30 November 1983
1 April 1985	(1st) US - Point E	31 October 1984
	(2nd) UK - Point E	30 November 1984

A point selected by the United Kingdom in accordance with the provisions of this Section shall be regarded as appearing in column (C) of UK Route 1 (or column (A) in the case of Belfast) from the date of permitted start of services. A point selected by the United States in accordance with the provisions of this Section shall be regarded as appearing in column (A) of US Route 1 from the date of permitted start of services. Each point thus selected shall be one of the "Points to be selected under Section 6 of this Annex" referred to in those routes.

4. Either Contracting Party may advance its selection of Point E so that service at that point may start on 1 April 1981 or the same date in any subsequent year. The latest date for notification of advance selection of Point E by a Contracting Party having first right of selection

for service to begin in a given year shall be 2 January of the year of permitted start of service (or 1 February in 1981); the latest date of such notification by a Contracting Party having second right of selection in a given year shall be 1 February of the year of permitted start of service (or 1 March in 1981). Any advance selection of Point E by a Contracting Party having second right of selection in a given year shall be made only after the Contracting Party having first right of selection has made its second selection in that year, or the latest date for notification of such second selection has passed, or the Contracting Party having first right of selection has signified an intention not to make a second selection in that year.

5. A Contracting Party shall to the extent feasible provide to the other Contracting Party advance notice of its intention to select a gateway point or of its decision not to exercise such right. Such notice shall not be binding upon the sending Contracting Party, but receipt of a notice of decision not to select shall permit the receiving Contracting Party to proceed forthwith to make its next available selection pursuant to paragraphs 4, 6, or 7 of this Section.

6. A Contracting Party not selecting a gateway point in accordance with the timetable set forth above may nevertheless select such gateway point at any subsequent time except during any four-month period prior to the latest date for notification, under paragraph 3 above, for the other Contracting Party. Services may start at such

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gateway point on the date which would have applied if the selection had been made on time, or three months after the actual selection (whichever is later).

7. Either Contracting Party may change a previous selection of a gateway point during any period when it is entitled to make a selection pursuant to paragraphs 3, 4, or 6 of this Section or at any time after 1 December 1984 (and in the same manner as for a selection). In such an event, services from the new point shall be permitted to start on the first date of the traffic season immediately after the notification of the change or three months after the date of such notification (whichever is later). Services from the point renounced shall cease no later than the permitted start of services at the new point. Market development protection may not be invoked or continued at either the new point or the point renounced.

8. In their selection of gateway points as set out above, the Contracting Parties shall have regard to the availability and quality of service from nearby gateways and the need to develop an attractive pattern of frequent service at gateways which are in the early years of operation.

9. Both Contracting Parties shall use their best efforts to grant necessary authorizations and technical permissions in the shortest possible time, and the periods set forth in Article 12 (Tariffs) and Annex 2 (Capacity on the North Atlantic) shall be reduced to the extent necessary to permit airline planning, marketing and start of services on the permitted date.

Enclosure 4

SECTION 7

LONDON AIRPORTS

1. Any London airport (including Heathrow) may be served by British Airways, Pan American World Airways, and Trans World Airlines (or the corporate successor airline in any name change, merger, acquisition or consolidation in which any of the above three airlines is the major airline element) on US Routes 1 and 2 and UK Routes 1, 2, 3, 4, and 5 if the first point of arrival in United States territory or the last point of departure from United States territory is one of the following gateways, served as a traffic point: Anchorage, Boston, Chicago, Detroit, Los Angeles, Miami, Minneapolis/St. Paul (US designee only), New York, Philadelphia, San Francisco, Seattle, or Washington/Baltimore.

2. Notwithstanding the provisions of paragraph 1, any airline designated by either Contracting Party pursuant to paragraph (5) of Article 3 and serving the gateway route segments Boston-London or Miami-London may use any London airport except Heathrow.

3. All other services on US Routes 1 and 2 and UK Routes 1, 2, 3, 4, and 5 may use any London airport except Heathrow.

Enclosure 5

ANNEX 5 - North Atlantic Air Cargo Operations

PART I Scope and Applicability

(1) The Contracting Parties adopt the following provisions concerning international traffic in cargo (excluding mail) transported by designated airlines and charter-designated airlines (and, in regard to pricing, by airlines of other countries) in scheduled combination air service, scheduled all-cargo air service, and charter air service over the North Atlantic between:

(a) on the one hand, any point or points in the United States of America (hereinafter referred to as "the United States") and

(b) on the other hand, any point or points in the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the United Kingdom").

PART II Transitional Period

(2) From 1 January 1980 to 31 December 1982 the Contracting Parties shall apply the following provisions to North Atlantic cargo charter traffic as defined in Part I of this Annex:

(a) Charterworthiness: Each Contracting Party shall permit the following categories of cargo charters:

(i) Sole use/single entity cargo flights

The sole purpose of each flight shall be the carriage of cargo consigned by a single person (other than a forwarder, consolidator, or shippers' association)

who has contracted for the exclusive use of the carrying capacity of the aircraft.

(ii) Specialist cargo flights The sole purpose of each flight shall be the carriage (separately or together) of livestock, bloodstock, or out-of-gauge (outsize) cargo.

(iii) Other cargo flights The carrying capacity of the aircraft on each flight shall be purchased exclusively for cargo carriage by one or more persons, including shippers, forwarders, consolidators, or shippers' associations. Either Contracting Party may require that individual consignments carried (within which there may be consolidation of cargo) shall exceed either 1,000 kilograms in weight or 7 cubic meters in volume.

(b) Tonne Limitations on Charters Each Contracting Party may limit carriage by each charter-designated airline under category (iii) of sub-paragraph (a) of this paragraph to no more than 1,500 tonnes in each direction in 1980, 2,000 tonnes in each direction in 1981, and 3,000 tonnes in each direction in 1982. Not more than 400 tonnes in 1980, 600 tonnes in 1981, and 900 tonnes in 1982 of the above airline cargo allowance may be carried in each direction between any point in Column (A) and any point in Column (C) as shown in UK Routes 10, 11 and 12

(except for the gateway route segment London-New York where no weight limitations by gateway shall apply). There shall be no weight limitation on flights in category (i) or category (ii) of sub-paragraph (a) of this paragraph.

PART III Liberalized Cargo Air Services

(3) From 1 January 1983, the Contracting Parties shall cease to apply the limitations set out in Part II of this Annex, and thereafter shall apply the following provisions to international traffic in cargo as defined in Part I of this Annex:

(a) Scheduled All-Cargo Designations Notwithstanding paragraph (3) of Article 3, the United States may by reference to this sub-paragraph designate for U.S. Route 7, and the United Kingdom may by reference to this sub-paragraph designate for UK Routes 10,11, and 12, any number of airlines to operate scheduled all-cargo air services. The procedures and requirements in paragraphs (1), (6), and (7) of Article 3 shall apply.

(b) Scheduled All-Cargo Routes All airlines designated by either Contracting Party for scheduled all-cargo air services may operate such services between any point or points in the United States and any point or points in the United Kingdom. Consequently, for the purposes of the application of this Part, "United States" shall be considered as appearing in Column (A) of US Route 7 and Column (C) of UK Routes 10, 11, and 12, and "United Kingdom" shall be

considered as appearing in Column (C) of US Route 7 and Column (A) of UK Routes 10, 11, and 12.

(c) Scheduled All-Cargo Traffic Rights Airlines designated with reference to sub-paragraph (a) above may claim the rights and shall be subject to the obligations set out in Section 5 of Annex 1. However, only airlines now or hereafter designated under paragraph (3) of Article 3 (without reference to sub-paragraph (a) above) may pick up and discharge traffic (in addition to transit and on-line connecting traffic) at points in Column (C) for transport between points in Column (B) and points in Column (C) and between points in Column (C) and points in Column (D) in the Route Schedules set out in Annex 1.

(d) Cargo Charter Operations International charter traffic in cargo shall continue to be governed by the pertinent provisions of Article 14 of this Agreement, except as those provisions are modified or suspended by this Annex.

PART IV General Provisions for Both Periods

(4) From 1 January 1980 the Contracting Parties shall apply the following general provisions to international traffic in cargo as defined in Part I of this Annex.

(5) Surface Transportation Notwithstanding any other provision of this Agreement, the airlines and indirect providers of cargo air transportation of each Contracting Party shall be permitted by the other Contracting Party and its aeronautical authorities, to the extent the matter is within their jurisdiction, to employ in connection with the carriage of cargo by international air transportation any surface transport in the territories

of the Contracting Parties or to or from third countries, provided that shippers are not misled as to the facts concerning such transportation. Such joint services may be offered at a single price filing (made under paragraph (8) of this Annex) provided that all applicable laws governing surface transportation are complied with.

(6) Authorizations The aeronautical authorities of each Contracting Party shall issue, subject to paragraph (6) of Article 3, sub-paragraphs (b) and (c) of paragraph (4) of Article 14 of this Agreement, and paragraph (3) of this Annex upon timely and proper request by designated and charter-designated airlines of the other Contracting Party, all necessary licences, permits, and authorizations, expeditiously and with a minimum of administrative complexity.

(7) Fair Competition The Contracting Parties suspend the operation of paragraphs (2), (3) (United States-United Kingdom gateway route segments only), (4), and (5) of Article 11 of this Agreement in regard to scheduled all-cargo air service.

(8) Pricing Subject to sub-paragraph (e) of this paragraph the Contracting Parties suspend the operation of paragraphs (4), (5), (6) and (7) of Article 12 of this Agreement and Article 13 of this Agreement in regard to the pricing of cargo carriage on scheduled combination and all-cargo air services, and paragraph (8) of Article 14 of this Agreement in regard to the pricing of cargo carriage on charter air services, and shall instead apply the following provisions to tariffs, prices, and rates charged for the carriage of cargo by designated and charter-designated airlines:

(a) Each Contracting Party may require notification of or filing with its aeronautical authorities of tariffs, prices, and rates charged, but such notification or filing may not be required before the proposed effective date.

(b) Subject to the provisions of sub-paragraph (e) of this paragraph, neither Contracting Party shall take unilateral action to prevent the initiation, continuation, or termination of a tariff, price, or rate charged by an airline designated by either Contracting Party. If either Contracting Party considers that a tariff, price, or rate proposed or in effect is predatory as regards other airlines, discriminatory as between shippers in similar circumstances, or unduly high or restrictive in such a way as to constitute abuse of a dominant market position, it may notify the other Contracting Party of the reasons for its dissatisfaction and request consultations. If so requested, such consultations shall commence not later than 30 days after the receipt of the request. If agreement is reached through such consultations on an appropriate tariff, price, or rate, each Contracting Party shall use its best efforts to put such agreement into effect.

In the absence of agreement the tariff, price, or rate originally proposed or charged shall come into effect or continue in effect.

(c) In regard to tariffs, prices, or rates proposed or charged by airlines of third countries in the market defined in Part I of this Annex, the Contracting Parties shall seek to promote and fully maintain competition for cargo transport and shall consult before taking any action to disallow a tariff, price, or rate proposed or charged by an airline of a third country.

(d) Neither Contracting Party shall regulate the tariffs, prices, or rates proposed or charged by indirect providers of cargo air transportation for international traffic in cargo originating in the country of the other Contracting Party.

(e) Until 1 January 1983, where dissatifaction has been notified pursuant to sub-paragraph (b) of this paragraph on the grounds that a tariff, price, or rate is unduly high or restrictive in such a way as to constitute abuse of a dominant market position created by restrictions on entry to the market, and more competitive tariffs, prices, or rates are not available, the Contracting Party expressing dissatisfaction may prevent the use of such tariff, price, or rate pending consultations and in the absence of agreement through consultations,

take the unilateral action permitted under paragraph (7) of Article 12 of this Agreement for scheduled cargo or under paragraph (8) of Article 14 of this Agreement for charter cargo.

(9) Combination Charters

(a) Until 1 January 1985 or such earlier date as may be agreed, no passengers shall be carried for compensation on any cargo charter flights other than ancillary attendants responsible for care and protection of cargo, and no cargo shall be carried for compensation on any passenger charter flight, except as provided in sub-paragraph (10) (a) or in paragraph (11) of this Annex.

(b) From 1 January 1985 or such earlier date as may be agreed, passengers may be carried in combination with cargo on charter flights operated by charter-designated airlines provided that such passengers are carried in accordance with any agreement between the Contracting Parties regulating the carriage of charter passengers including any requirements imposed by either Party in accordance with paragraph (6) of Annex 4 and Article 14 of this Agreement, other than requirements which discriminate against combination charters. Cargo may be carried both above and below the main floor of the aircraft.

(10) Boston Operations

(a) From 1 January 1980 cargo may be carried below the main floor of aircraft on passenger charter flights serving or transiting Boston to or from any point or points in the United Kingdom. Until 31 December 1981 such cargo shall be included in the calculation of the weight limits set out in paragraph (2) of Part II of this Annex, except that for both 1980 and 1981, the limits per gateway per airline shall be 600 tonnes per year in each direction between Boston and London, Boston and Manchester, and Boston and Prestwick/Glasgow on combination charter and cargo charter flights.

(b) Notwithstanding paragraph (3) of Article 3 of this Agreement, the United States may by reference to this sub-paragraph designate any number of airlines over US Route 7, and the United Kingdom may by reference to this sub-paragraph designate any number of airlines over UK Route 10, for scheduled all-cargo air services to and from Boston beginning on or after 1 January 1982.

(c) From 1 January 1982 until 31 December 1982 "United Kingdom" shall be considered as appearing in Column (C) of US Route 7, and in Column (A) of UK Route 10, solely for scheduled all-cargo air services to, from and through Boston.

(d) An airline designated with reference to sub-paragraph (b) of this paragraph shall not be entitled to pick up and discharge traffic (other than transit and on-line connecting traffic) at points in Column (C) for transport between points in Column (B) and points in Column (C) and between points in Column (C) and points in Column (D) on the routes specified in sub-paragraph (c) of this paragraph, but may claim the rights and shall be subject to the obligations set out in Section 5 of Annex 1.

(11) Charter Waivers In each of the five years 1980-1984, each Contracting Party may in respect of one-way cargo charter flights in either direction grant waivers to its charter-designated airlines from the limitations set out in this Annex to the extent of the greater of 15 one-way flights or 3 percent of the number of one-way cargo charter flights operated during the immediately preceding year between the United Kingdom and the United States. The other Contracting Party shall accept as charterworthy traffic carried pursuant to such waivers duly notified to it. This provision may be used to permit, inter alia, combination charter flights.

PART V Modification or Termination

(12) Upon the request of either Contracting Party consultations shall be held within 30 days from the date of receipt of the request to review the operation of the provisions of this Annex and to decide as to its revision or modification.

Parts I through IV of this Annex shall terminate one year from the date of the receipt of the request for consultations unless within that period the Contracting Parties have agreed to make no revision or modification or have have agreed on the question of revision or modification and have put such revision or modification into effect. Should Parts I through IV of this Annex terminate all other provisions of this Agreement governing scheduled cargo services and cargo charter services which have been suspended by the operation of this Annex shall return into effect as they had effect on 31 March 1979, but for the purposes of paragraph (2) (c) of Annex 4 to this Agreement the weight limits shall be 250 tonnes and 62.5 tonnes respectively for a 90-day period after termination. Within this further 90-day period the Contracting Parties shall commence negotiations concerning cargo charters with the objective of concluding a liberal and comprehensive agreement for cargo charters prior to the end of the 90-day period. If agreement has not been reached by the end of the 90-day period the revived provisions of Annex 4 to this Agreement governing cargo charter services shall terminate. Each Contracting Party shall thereupon be entitled, for the purposes of Article 14 of this Agreement, to impose on cargo charter traffic covered by paragraph (3) of Article 14 such charterworthiness conditions and such conditions in regard to prices and rates as it considers necessary.

The British Ambassador to the Secretary of State

British Embassy
Washington DC 20008

4 December 1980

Sir,

I have the honour to acknowledge receipt of your Note of today's date which reads as follows:

"Excellency,

I have the honor to refer to negotiations which have taken place in London and Washington pursuant to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning Air Services, signed at Bermuda on 23 July 1977, as amended by the Exchanges of Notes of 25 April 1978 and 27 December 1979 (hereinafter referred to as the "Agreement").

As a result of these negotiations and in accordance with Article 18 of the Agreement, I have the honor to propose that:

(1) If the Government of the United Kingdom designates a second airline for the gateway route segment London–Miami as set forth in UK Route 1 in Section 3 of Annex 1 to the Agreement, the Government of the United States shall, pursuant to paragraph (5) of Article 3 of the Agreement, accept such further designation. Subject to compliance with the remaining provisions of the Agreement, the second designated airline may commence services on or after 14 April 1980. The Government of the United States shall use its best efforts to grant necessary authorizations and technical permissions in the shortest possible time, and the periods set forth in Article 12 (Tariffs) of the Agreement and Annex 2 (Capacity on the North Atlantic) to the Agreement shall be reduced to the extent necessary to permit airline planning, marketing and start of services on the permitted date.

The Honorable
Edmund S Muskie
Secretary of State of the United States of America
Washington DC

(2) If the Government of the United States designates a second airline for the gateway route segment Boston-London or a second airline for the gateway route segment Miami-London as set forth in US Route 1 in Section 1 of Annex 1 to the Agreement, the Government of the United Kingdom shall, pursuant to paragraph (5) of Article 3 of the Agreement, accept such further designation or designations. Subject to compliance with the remaining provisions of the Agreement, the second designated airline may commence services on Boston-London on or after 14 April 1980 and on Miami-London on or after 15 January 1981. The Government of the United Kingdom shall use its best efforts to grant operating authorizations and technical permissions in the shortest possible time, and the periods set forth in Article 12 (Tariffs) of the Agreement and Annex 2 (Capacity on the North Atlantic) to the Agreement shall be reduced to the extent necessary to permit airline planning, marketing and start of services on the permitted date.

(3) US Route 1 in Section 1 of Annex 1 to the Agreement shall be amended to read in its entirety as shown in Enclosure 1 to this Note.

(4) UK Route 1 in Section 3 of Annex 1 to the Agreement shall be amended to read in its entirety as shown in Enclosure 2 to this Note.

(5) A Section 6 shall be added to Annex 1 to the Agreement as set out in Enclosure 3 to this Note.

(6) A Section 7 shall be added to Annex 1 to the Agreement as set out in Enclosure 4 to this Note.

(7) An Annex 5 shall be added to the Agreement as set out in Enclosure 5 to this Note.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that the present Note and its enclosures, together with your reply in that sense, shall constitute an Agreement between our two Governments which shall be considered to have entered into force on 1 April 1980, except that Annex 5 shall be considered to have entered into force on 1 January 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ernest B. Johnston"

In reply, I have the honour to confirm that the proposals set forth in your Note are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland. My Government further agrees that your Note and its enclosures, together with this reply, shall constitute an Agreement between our two Governments which shall be considered to have entered into force on 1 April 1980, except that Annex 5 shall be considered to have entered into force on 1 January 1980.

I avail myself of the opportunity to renew to you, Sir, the assurances of my highest consideration.

Nicholas Henderson

Nicholas Henderson

[RELATED LETTERS]

DEPARTMENT OF TRADE
1 VICTORIA STREET
LONDON SW1H OET

Mr B Boyd Hight
Deputy Assistant Secretary for
Transportation and Telecommunications
Department of State
Washington D.C.

4 December 1980

Dear Mr Hight

USE OF AIRPORTS IN THE UK

In the course of our negotiations concerning cargo operations from 1 January 1980, I amplified the UK regulations, referred to in Mr Shovelton's letter to Mr Atwood dated 25 April 1978, which impose certain restrictions on the use of airports in the UK as follows:

(a) Airlines not currently operating at Heathrow Airport will not be allowed to commence operations there.

(b) Heathrow Airport will not be available for passenger charter flights on which cargo is carried nor for cargo flights on which charter passengers are carried.

(c) Passenger charter flights on which cargo is carried and cargo flights on which charter passengers are carried will be subject to the same restrictions as other planeload charters as regards the use of Abbotsinch (Glasgow) and Turnhouse (Edinburgh) airports.

2 It is intended that these regulations will be applied in such a manner so as not to discriminate against US airlines in competition with UK or foreign airlines of similar designation status and historical operating pattern.

Yours sincerely

C W ROBERTS

TIAS 10059

DEPARTMENT OF STATE

Washington, D.C. 20520

December 4, 1980

Dear Mr. Roberts:

I have your letter of today's date on the subject of use of airports in the U.K. which amplified the U.K. regulations which impose certain restrictions on the use of airports in the United Kingdom.

I confirm that these statements are understood by my Government.

I welcome your assurances that there is no intention that these regulations will be applied in any manner which would discriminate against US airlines in competition with UK or foreign airlines of similar designation status and historical operating pattern.

Sincerely,

B. Boyd Hight

B. Boyd Hight
Deputy Assistant Secretary for
Transportation and Telecommunications

Mr. C.W. Roberts, Esq.
Under Secretary,
Civil Aviation International
Relations Division,
Department of Trade,
London.

DEPARTMENT OF STATE

Washington, D.C. 20520

December 4, 1980

Dear Mr. Roberts:

In connection with negotiations between our two governments on deregulation of air cargo services in the US-UK market, you raised questions concerning the applicability of U.S. antitrust laws to possible joint operations among U.K. all-cargo airlines. This letter, which I have reviewed with the Civil Aeronautics Board and the Departments of Justice and Transportation, attempts to respond to your concerns and to provide those assurances which are possible under the circumstances.

As I understand it, your government is concerned that U.S. antitrust laws might inhibit U.K. all-cargo airlines from engaging in some joint or cooperative arrangements that may be essential for them to be viable competitors in a deregulated environment. You have stated that the U.K. all-cargo airlines are presently very small companies, lacking large, modern aircraft and a strong financial base. They also lack extensive experience in the US-UK market, due in part to past regulatory policies. It appears that a number of U.S. airlines interested in the US-UK cargo market are larger carriers and may be growing rapidly in the coming few years. They may also have greater experience and established positions with shippers and forwarders. Your government is, accordingly, hopeful that the U.K. carriers might have a wide degree of freedom to consider joint or cooperative commercial arrangements for the US-UK market, at least for a start-up period. The purpose of those arrangements would be to ensure that the smaller, less experienced U.K. airlines could operate as effective competitors in the less regulated environment on which we have agreed.

C.W. Roberts,
Under Secretary,
Civil Aviation International
Relations Division,
Department of Trade,
London.

The United States appreciates your interest in having U.K. carriers participate actively in the US-UK cargo market. Indeed, we share that interest to a large degree, for efficient airlines regardless of flag will contribute to an active, competitive market with resulting benefits for U.S. shippers and importers. Also, we recognize that the U.K.'s continued support for a deregulated environment will be better assured if your airlines have satisfactory operating results in that environment. For these reasons, the United States would -- as a general matter of policy -- be sympathetic to efforts by U.K. airlines to be effective and successful competitors. We would in turn be concerned if it were thought that U.S. law was preventing U.K. airlines from filling that role.

The question, then, is whether the U.S. antitrust laws would prevent U.K. airlines from engaging in joint or cooperative activities which were necessary for those airlines to fulfill this shared desire that they be active and effective competitors. (Of course, in many circumstances an airline -- even a very small one -- will be a more effective competitor if it operates wholly independently. For purposes of this discussion, however, we are assuming that the airline managements have reached a different conclusion.) We believe that there is both sufficient flexibility and rationality in U.S. law that this would not be the case. Further, the United States Government would be prepared to cooperate with your government to minimize any such risk.

First, aside from questions of immunity, several types of joint activities by U.K. airlines would be consistent with the U.S. antitrust laws. Those laws are flexible on the subject of joint ventures, particularly those operating in international commerce where risks may be greater, costs higher, and joint experience needed. Considerations of comity would also play an important role in the case of joint activities among U.K. airlines where U.K. laws and/or policies support the conduct in question. It is, of course, very difficult to state meaningful generalizations in this area, and assurances concerning unknown factual situations are impossible. Nevertheless, your government and airlines can take comfort from the fact that the application of U.S. antitrust laws to foreign joint ventures has been exceedingly limited, although such ventures are in fact common. Particularly when conducted among smaller airlines and new entrants, cooperative arrangements including shared terminal space, joint promotional efforts, aircraft leasing, blocked-space agreements, and consortia operations could well be structured with little antitrust risk. The Department of

Justice, through its Business Review Procedure, would be prepared to comment on any particular arrangements your airlines might wish to propose.

Second, under specified circumstances, foreign airlines may obtain explicit immunity from antitrust enforcement. Section 412(a) of the Federal Aviation Act [1] (as recently amended) provides that the Civil Aeronautics Board shall approve a contract or agreement filed by air carriers or foreign air carriers "that it does not find to be adverse to the public interest, or in violation of this Act." The Board may not approve a contract or agreement "which substantially reduces or eliminates competition" unless it finds that the contract or agreement "is necessary to meet a serious transportation need or to secure important public benefits including international comity or foreign policy considerations and it does not find that such need can be met or such benefits can be secured by reasonably available means having materially less anticompetitive effects." [Emphasis added.]

Section 414, in turn, provides for a grant of antitrust immunity to the extent necessary for persons to proceed with the contract or agreement so approved, where the Board finds that such exemption is required in the public interest, or whenever an agreement or contract which substantially reduces or eliminates competition, and is subject to the above-quoted finding, has nonetheless been approved. The Board staff, as well as independent counsel, would be in a position to provide more detailed information on the background of these provisions and the decisional law under them. The essential point is that U.S. law provides a clear procedural avenue for obtaining immunity for inter-airline agreements that meet certain standards. To the extent such an agreement involving U.K. cargo airlines would advance the shared interest stated above and is not unnecessarily anticompetitive, the case for approval and immunity would be substantial.

Most agreements among air carriers do not have substantial anticompetitive consequences, and therefore do not require an elaborate justification to be found consistent with the public interest. Others, such as agreements to set prices or allocate markets, are likely to have severe enough anticompetitive consequences to require a showing of considerable public benefit that cannot be obtained by less anticompetitive alternatives before they can be approved. While no one can bind the Board, or predict beyond doubt what it would do in an individual case (particularly given recent amendments to U.S. law), it is likely that the Board's

[1] 72 Stat. 770; 49 U.S.C. § 1382. [Footnote added by the Department of State.]

interest in securing and maintaining a more competitive US-UK cargo environment would be given considerable weight in its deliberations.

As you know, it is not possible under U.S. law to give assurances that the Civil Aeronautics Board (or a successor agency) will grant antitrust immunity for future agreements that may be filed with it. Nor can I give assurances that, under no circumstances, will an antitrust action be brought by either the government or a private party against future, unspecified conduct. Nor can I guarantee that United States law will not change over the coming years. I can assure you, however, that we share your desire that the U.K. all-cargo airlines benefit from and actively compete in the new deregulated regime for the US-UK market, and as a government the United States will be sympathetic to joint or cooperative activities among smaller U.K. airlines, that may be necessary to further that goal. We would also, as a government, be most interested in the views of your government in any administrative or judicial proceeding concerning such joint operations, and would give the fullest possible weight to those views. The United States would also, of course, honor its agreements with your government concerning notification and consultation concerning potential actions under the U.S. antitrust laws. Finally, on behalf of the Department of State, I assure you that we would provide whatever assistance possible to ensure that the views of your government are made known to any relevant agencies of the U.S. Government and are, under the principle of comity, given the most careful consideration.

Sincerely,

B. Boyd Hight

B. Boyd Hight
Deputy Assistant Secretary for
Transportation and Telecommunications

DEPARTMENT OF TRADE
1 VICTORIA STREET
LONDON SW1H OET

Mr B Boyd Hight
Deputy Assistant Secretary for
Transportation and Telecommunications
Department of State
Washington D.C.

4 December 1980

Dear Mr Hight

I acknowledge your letter of today's date on the scope of US anti-trust laws and the assistance you are able to give in respect of the possible application of these laws to UK carriers. As you know, my Government does not accept the jurisdiction which the US claims in respect of these laws, nor their appropriateness in some circumstances to international air service operations.

2 You were unable in your letter to give firm assurances that the US Government and the CAB would exercise their powers and discretions in favour of UK airlines if the UK saw no objection to the arrangements proposed. It is only fair to advise you that if after consultation HMG indicates that it sees no objection to the arrangements proposed but nevertheless anti-trust action is brought against the UK airlines concerned then we might consider such action as a reason for seeking modification, and if necessary termination, of the cargo agreement as provided for in Part V of that Annex to the Agreement.

Yours sincerely

C W Roberts

C W ROBERTS

TIAS 10059

DEPARTMENT OF STATE

Washington, D.C. 20520

December 4, 1980

Dear Mr. Roberts:

In the consultations which concluded 5 March 1980 the delegations representing the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland reached the following understandings:-

1. Opening of New Gateways
If either Contracting Party came to believe that the level of traffic in the US/UK market was significantly different from its expectations then it would be open for it to call for consultations as provided for in Article 16 of the Agreement in order to propose any changes that it may consider justified to the arrangements for opening up new gateways. The Contracting Parties expect that in any event they may wish to have consultations concerning new services on or before October 1983.

2. Passenger Charters
Since the Contracting Parties were unable to reach agreement on the passenger charter regime to replace the arrangements embodied in Annex 4 to the Agreement, which expired, under paragraph (6) of that Annex, on 31 March 1980, they decided that:-

(a) Annex 4 should not be replaced on its expiry;
(b) each Contracting Party would thereafter continue to regulate charter traffic in a responsible manner and on a basis of comity and reciprocity; and
(c) the two Contracting Parties would meet in due course when they had gained further

Mr. C.W. Roberts,
Under Secretary,
Civil Aviation International
Relations Division,
Department of Trade,
London.

experience of the way in which passenger charter operations were developing, to consider a new passenger charter regime.

I should be grateful for your confirmation that the above reflects accurately the understanding of your Government.

Sincerely,

B. Boyd Hight

B. Boyd Hight
Deputy Assistant Secretary for
Transportation and Telecommunications

DEPARTMENT OF TRADE
1 VICTORIA STREET
LONDON SW1H OET

Mr B Boyd Hight
Deputy Assistant Secretary for
Transportation & Telecommunications
Department of State
Washington D.C.

4 December 1980

Dear Mr Hight

I have your letter of today's date on the subjects of opening of new gateways and passenger charters.

2 This is to confirm that your letter reflects accurately the understanding of my Government.

Yours sincerely

C W ROBERTS

DEPARTMENT OF TRADE
1 VICTORIA STREET
LONDON SW1H OET

Mr B Boyd Hight
Deputy Assistant Secretary for
Transportation and Telecommunications
Department of State
Washington D.C.

4 December 1980

Dear Mr Hight

In the course of our negotiations concerning North Atlantic UK/US cargo operations which led to the conclusion of Annex 5 to the Air Services Agreement, which is provided for in the Exchange of Notes of today's date, I said that my Government would want to monitor carefully the progress towards the liberal regime and operation during that regime.

2 We would want to be satisfied that the large number of US operators and their greater financial and operational capability did not prevent UK airlines from being effective and successful competitors in the market. We expect to see our airlines maintaining an adequate presence in the market.

3 If my Government felt that the measures agreed had created a situation in which UK airlines were not operating in this way then we might wish to seek changes in Annex 5 by use of the modification procedure provided for in it.

Yours sincerely

C W ROBERTS

EGYPT

Agricultural Commodities

Agreement signed at Cairo December 14, 1980;
Entered into force December 14, 1980.
With agreed minutes
Signed at Cairo December 10, 1980.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480 TITLE I PROGRAM

The Government of the United States of America and the Government of the Arab Republic of Egypt have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the preamble incorporating by reference the preamble, Parts I and III, of the P.L. 480, Title I Agreement of June 7, 1974,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dollars)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	1,000,000	210

ITEM II. PAYMENT TERMS (Convertible Local Currency Credit)

1. Initial Payment - Five (5) percent
2. Currency Use Payment - None
3. Number of Installment Payments - Thirty-one (31)
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - Two (2) percent
7. Continuing Interest Rate - Three (3) percent

[1] TIAS 7855; 25 UST 1245.

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	2,500,000

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be Fiscal Year 1981 or any subsequent fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A4 of the Agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name).

ITEM V. SELF-HELP MEASURES:

A. The government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Egypt agrees to undertake and provide adequate financial, technical and managerial resources for the implementation of the activities listed by major grouping below:

1. Agricultural Production

a. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, undertake the formulation of a national agricultural mechanization policy which would encourage the development and application of appropriate technology including small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

b. Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, (including marginal productive lands) as well as projects for the development of new land. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved

seeds, fertilizers or a change in cropping patterns/mix.

2. Agricultural Research and Extension

a. Examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979.[1] The review will: (1) identify constraints for effectively managing the agricultural research system, (2) determine what linkages are needed to get research results tested and available to the individual farmer, and (3) develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers.

b. Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed on training that includes an operational orientation towards the management and planning activities. Other important areas include training in the use of mass media and group level instructional

[1] Not printed.

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procedures to disseminate information on the benefits of improved agricultural production, harvesting, transportation and marketing techniques.

3. Analyses for Policy Formulation and Agricultural and Rural Planning

a. Analyze and develop a national plan for animal production.

b. To continue review and analysis of pricing policies for agricultural inputs, (e.g., fertilizer, aid to agriculture, etc.) and outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and the use of inputs.

c. Build on existing analysis and continue review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO THE IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sector: (agriculture and rural development) in a

manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. DONE at Cairo, in duplicate, this 14th day of December, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By:
Name: Alfred L. Atherton, Jr.
Title: American Ambassador

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

By:
Name: Ahmed Ahmed Nouh
Title: Minister of Supply and Home Trade

IN ACKNOWLEDGEMENT OF the foregoing agreement, representatives of the implementing organizations have subscribed their names.

By:
Name: Abdel Razzak Abdel Meguid
Title: Deputy Prime Minister for Economic and Financial Affairs and Minister of Economy, Finance and Planning

By:
Name: Mahmoud Mohamed Dawood
Title: Minister of State for Agriculture and Food Security

AGREED MINUTES OF THE NEGOTIATION OF THE U.S. FISCAL YEAR 1981 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT, UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480,[1] OF THE UNITED STATES OF AMERICA

1. Financial Terms. Part II, Item II of the proposed agreement, provides for $210 million under convertible local currency credit terms of forty (40) years credit, including a ten (10) year grace period, with an interest rate of two (2) percent during the grace period and three (3) percent thereafter. The terms, which provide for an initial payment of five (5) percent and no currency use payment, are the same as in the previous year's agreement (FY 80).

2. Commodity Composition. The proposed commodity composition, as shown in Part II, Item I, provides for 1.0 million metric tons of wheat and wheat flour on a grain equivalent basis having an export market value of $210 million. It is anticipated that the GOE will purchase one-third of the quantity (on a grain equivalent basis) as wheat flour. For the purposes of constructing the proposed agreement, flour is priced at $285 per metric ton (flour basis, 75 percent extraction) and wheat at $209 per metric ton.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

It was pointed out that Article I (E) of Part I of the Agreement provides that the export market value specified in Part II may not be exceeded. This means that if commodity prices increase over those used in determining the market values covered in Part II of the Agreement, the quantity set forth in Part II may not be reached. Should commodity prices decrease, however, the quantities of commodities to be financed will be limited to those specified in Part II.

It was emphasized that there is a need to procure and ship during the cool season to minimize difficulties during ocean shipment.

3. Usual Marketing Requirements (UMR's). Part II, Item III of the draft Title I program provides for a usual marketing requirement (UMR) of 2.5 million metric tons of wheat/wheat flour (grain equivalent basis), during fiscal year 1981. This UMR level was established by the European Community in July 1980. The U.S. team noted that the wheat/wheat flour UMR is reviewed each year by supplier countries to determine appropriateness. For example, the five-year average for FY 1981 would have required a higher UMR of 3.0 million metric tons.

It was emphasized by the U.S. team that Egypt is expected to continue to maintain commercial imports from the United States and third countries above the UMR level of 2.5 million metric tons. Section 103 (O) of the PL 480 legislation requires that U.S. trade be provided the opportunity to compete for any increase in purchases of wheat and wheat flour during the coming year.

The U.S. team reminded GOE officials that after the U.S. Department of Agriculture issues the purchase authorization, and as soon as commodities are purchased and vessels booked, the GOE should promptly open letters of credit for both commodities and freight, taking into account considerations covered in the Title I agreement signed November 8, 1978[1] and as outlined in paragraph 7 below.

4. Self Help Measures and Use of Proceeds. Section 109 (A) of PL 480 requires that, before entering into agreements for the sale of commodities, consideration be given to the extent to which the recipient is undertaking self-help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities and take into particular account the extent to which they are being carried out in ways designed to contribute

[1] TIAS 9230, 9437; 30 UST 966, 3974.

directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

Part II, Item V specifies the self-help measures to be carried out by the recipient country utilizing the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the agreement.

Section 106 (B) provides that in negotiating agreements emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional and population planning.

5. Operational Considerations. The U.S. team noted that the International Development and Food Assistance Act, effective October 1, 1977,[1] the Food and Agriculture Act of 1977[2] and amendments to Title I, PL 480 financing regulations contain certain provisions affecting the development, implementation, and operation of PL 480 program as follows:

[1] 91 Stat. 533; 22 U.S.C. § 2151 note.
[2] 91 Stat. 913; 7 U.S.C. 1281 note.

Pursuant to these legislative and regulatory requirements:

(a) Purchase authorizations will be issued under the agreement only after the Secretary of Agriculture has determined that (1) adequate storage facilities are available in the recipient country at the time of export so as to prevent spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production and marketing in Egypt.

(b) Purchases of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bid offerings must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

(c) The terms of all IFB's (including IFB's for

ocean freight) must be approved by the General Sales Manager, USDA, prior to issuance.

(d) Commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the agreement.

(e) If the Government of Egypt nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOE must notify the General Sales Manager/USDA in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with new regulatory standards designed to eliminate certain potential conflicts of interest.

6. Instructions and Authority. During the negotiations, the Egyptian team gave assurances that arrangements have been made to relay to its Washington Embassy all instructions, information, and authority necessary to enable timely implementation of the agreement, including:

a) Commodity specifications;

b) Contracting and delivery periods;

c) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for commodity and freight);

d) Authority to request and sign purchase authorizations and other necessary documents;

e) Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable); and

f) Instructions to contract the Program Operations Division, Office of the General Sales Manager, USDA, regarding the foregoing.

7. Letters of Credit. The U.S. team informed GOE officials that commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight are not available at time of loading at the U.S. port. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

Delays in opening letters of credit and settlement of the final 10 percent of freight will also result in higher commodity prices and higher freight rates.

GOE officials assured the U.S. team that appropriate measures will be taken to ensure that operable letters of credit for both commodity and freight will be opened, and confirmed by designated U.S. banks immediately after contracting under each purchase authorization is concluded, and before vessels arrive at leading ports.

With particular regard to ocean freight, GOE representatives were advised that letters of credit for 100 percent of the ocean freight charges must be opened in favor of the supplier of the ocean transportation prior to the vessel's presentation for loading.

8. Priority Berthing and Unloading. It was noted that ocean carriers of PL 480 cargoes of food and agricultural commodities continue to face extreme difficulties in getting priority berthing and unloading at the port of Alexandria. The Egyptian officials reaffirmed that the GOE would guarantee priority berthing and discharge at all Egyptian ports for U.S. flag vessels carrying U.S. agricultural commodities under the PL 480 program.

9. Reporting Requirements. GASC representatives declared they were well aware of their responsibilities for submission of timely reports on compliance, arrival and shipping information (ADP sheets), self help and use of sales proceeds, as required under the provisions of the agreement.

10. Identification and Publicity. GOE representatives were reminded that Part I, Article III (1) of the Title I Agreement provides that the government of the importing country shall undertake such measures as may be mutually agreed prior to their delivery, for identification and publicity of commodities to be received. This is as provided for in Section 103 (I) of PL 480.

11. Annex A.[1] A letter dated December 8, 1980 from the U.S. Chief of Mission to Egypt, Alfred L. Atherton, Jr. to His Excellency, Ahmed Ahmed Nouh, Minister of Supply and Home Trade, was reviewed and is made part of these minutes.

12. Annex B.[1] A draft of the proposed agreement was reviewed and is made part of these minutes.

[1] Not printed.

DONE IN CAIRO THIS 10TH DAY OF DECEMBER, 1980

Representing the Government of
The United States of America:

Clyde E. Gumbmann
Acting Agricultural Attache
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of
The Arab Republic of Egypt:

Ibrahim Darwish
10-12-1980

Ibrahim Darwish
Deputy Chairman, General
Authority for Supply
Commodities
Ministry of Supply
24, Gomhouria Street
Cairo

GERMAN DEMOCRATIC REPUBLIC

Consular Convention

Signed at Berlin September 4, 1979;
Transmitted by the President of the United States of America to the Senate April 28, 1980 (S. Ex.. F, 96th Cong,. 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations June 25, 1980 (S. Ex. Rep. No. 41, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate July 2, 1980;
Ratified by the President August 7, 1980;
Ratified by the German Democratic Republic December 23, 1980;
Ratifications exchanged at Washington January 19, 1981;
Proclaimed by the President February 24, 1981;
Entered into force February 1981;
With exchange of letters.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Consular Convention between the United States of America and the German Democratic Republic was signed at Berlin on September 4, 1979, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 2, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on August 7, 1980, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the German Democratic Republic;

It is provided in Article 47 of the Convention that the Convention shall enter into force after the expiration of thirty days following the date of the exchange of instruments of ratification;

The instruments of ratification of the Convention were exchanged at Washington on January 19, 1981, and accordingly the Convention enters into force on February 19, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it shall be observed and fulfilled with good faith on and after February 19, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fourth day of February in the year of our Lord one thousand nine [SEAL] hundred eighty-one and of the Independence of the United States of America the two hundred fifth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

CONSULAR CONVENTION BETWEEN
THE UNITED STATES OF AMERICA AND
THE GERMAN DEMOCRATIC REPUBLIC

The United States of America and the German Democratic Republic,

Desiring to develop and regulate consular relations, and, thus, to contribute towards further developing the friendly relations between the two countries, and to facilitate the protection of their national interests and the protection of the rights and interests of their nationals;

Have decided to conclude this Consular Convention and have appointed as their plenipotentiaries for this purpose:

For the United States of America:

David B. Bolen, Ambassador of the United States of America

For the German Democratic Republic:

Kurt Nier, Deputy Minister of Foreign Affairs,

who, having communicated to each other their respective full powers, which were found in good and due form, have agreed as follows:

PART I

DEFINITIONS

ARTICLE 1

For the purpose of the present Convention, the terms listed below shall have the following meanings:

(a) "Consulate" means a consulate-general, consulate, vice-consulate, or consular agency, which is separate from the diplomatic mission;

(b) "Consular district" means the area in which a consular officer is entitled to perform consular functions;

(c) "Head of a consulate" means the consul-general, consul, vice-consul or consular officer who is charged by the sending State to head a consulate;

(d) "Consular officer" means any person, including the head of a consulate, who is charged by the sending State with the performance of consular functions;

(e) "Consular employee" means any person who performs administrative, technical, or service duties at a consulate;

(f) "Member of a consulate" means any consular officer or consular employee;

(g) "Members of the family" means the spouse and minor children of a member of a consulate who are part of his or her household. Upon the request of the sending State, and with the consent of the receiving State, the parents and other persons who are related to a member of a consulate and who are a part of his or her household may also be regarded as family members;

(h) "Consular premises" means buildings or parts of buildings, as well as the grounds ancillary thereto, used exclusively for the purposes of a consulate, regardless of ownership;

(i) "Consular archives" means all official correspondence, codes and ciphers, documents, records, files and books and technical office equipment of the consulate; as well as office furniture intended for their storage and safekeeping;

(j) "Vessel of the sending State" means any vessel sailing under the flag of the sending State, in accordance with the law of the sending State, excluding warships;

(k) "Aircraft of the sending State" means any aircraft flying under the nationality and registration marks of the sending State, in accordance with the law of the sending State, excluding military aircraft;

(l) "Law" means with regard to the United States of America, all federal, state and local laws, ordinances, decisions and other provisions, including court rulings, which have legal force; and with regard to the German Democratic Republic, all laws and other legal provisions.

PART II

ESTABLISHMENT OF CONSULATES, APPOINTMENT AND TERMINATION OF FUNCTIONS OF MEMBERS OF A CONSULATE

ARTICLE 2

Establishment of Consulates

1. The sending State may establish a consulate in the receiving State only with the consent of the receiving State.

2. The seat of the consulate, its status, its consular district, and the number of members of a consulate, as well as any changes pertaining thereto, shall be determined by agreement between the sending and receiving States.

ARTICLE 3

Appointment of the Head of a Consulate

1. Prior to the assignment of the head of a consulate by the sending State, the consent of the receiving State concerning the proposed person shall be obtained through diplomatic channels.

2. The sending State shall forward to the receiving State through diplomatic channels the consular commission or other corresponding document for the appointment of the head of the consulate. This document shall designate the name of the head of the consulate, his or her rank, as well as the seat of the consulate and the consular district.

3. The head of the consulate may enter upon the performance of his or her functions only after the receiving State has issued to him or her an exequatur or other authorization. Upon the presentation of the consular commission or other corresponding document for the appointment of the head of the consulate, the receiving State shall as soon as possible issue to him or her an exequatur or other authorization.

4. The receiving State may permit the head of a consulate to exercise his or her functions on a provisional basis until such time as an exequatur or other authorization has been issued.

5. The competent authorities of the receiving State shall, as soon as permission, including provisional permission, for the exercise of his or her functions has been granted, take all measures necessary to enable the head of the consulate to exercise his or her functions and to enjoy the rights, facilities, privileges and immunities granted him or her under this Convention and under the law of the receiving State.

ARTICLE 4

Temporary Exercise of the Functions of the Head of a Consulate

1. If for any reason the head of a consulate is unable to exercise his or her functions, or if the position of the head of consulate is vacant, the sending State may place its consulate under the temporary charge of a consular officer of the same or of another consulate in the receiving State or of a member of the diplomatic staff of the diplomatic mission of the sending State. The sending State shall notify the receiving State in advance through diplomatic channels of the name of the person appointed as acting head of a consulate.

2. A person appointed as temporary head of a consulate shall enjoy the same rights, facilities, privileges and immunities enjoyed by a head of a consulate under this Convention.

3. If a member of the diplomatic staff of the diplomatic mission of the sending State is charged temporarily with the functions of a head of a consulate, the diplomatic privileges and immunities to which he or she is entitled by virtue of his or her diplomatic status are not affected.

ARTICLE 5

Notification of the Designation of Consular Officers and the Employment of Consular Employees

1. The sending State shall communicate through diplomatic channels, in advance, in writing, to the receiving State the full name, functions and class of each consular officer, his or her arrival, final departure or termination of functions, as well as all other changes affecting the person's status which occur while he or she is working in the consulate.

2. The sending State shall also notify the receiving State in writing of:

(a) the designation of all consular employees, their full name, nationality and functions, their arrival, their final departure or termination of their functions, as well as other changes affecting their status in the consulate;

(b) the arrival and final departure of members of the family of a member of a consulate and when such an individual becomes or ceases to be a member of the family;

(c) the employment or dismissal of a consular employee who is a national or permanent resident of the receiving State.

ARTICLE 6

Nationality of Consular Officers

Consular officers shall be nationals of the sending State and may not be nationals nor permanent residents of the receiving State.

ARTICLE 7

Procedures for Terminating Activities of Members of a Consulate

1. The receiving State may at any time, and without having to explain its decision, notify the sending State through diplomatic channels that a consular officer is persona non grata or that a consular employee is unacceptable. In such a case, the sending State shall recall such person or terminate his functions in the consulate.

2. If the sending State fails within a reasonable time to carry out the obligations contained in paragraph 1 of this Article, the receiving State may refuse to continue recognition of the person concerned as a member of the consulate.

3. The functions of a member of a consulate shall come to an end, upon the:

(a) notification by the sending State to the receiving State that his or her functions have ended;

(b) withdrawal by the receiving State of the exequatur or other authorization, or

(c) notification by the receiving State to the sending State that the receiving State has ceased to consider the person as a member of the consulate.

PART III

RIGHTS, FACILITIES, PRIVILEGES, AND IMMUNITIES

ARTICLE 8

Protection of and Facilities for Consulates and Members of a Consulate

1. The receiving State shall provide the consulate full facilities so that the consulate can operate and perform its consular functions.

2. The receiving State shall take all appropriate measures to insure that all members of the consulate are able effectively to perform their functions and that they as well as the members of their families enjoy the rights, facilities, privileges and immunities provided them under this Convention.

3. The receiving State shall take all appropriate measures to prevent any attack upon the person, freedom or dignity of a member of a consulate and members of the family of members of a consulate who are neither nationals nor permanent residents of the receiving State.

ARTICLE 9

Acquisition of Consular Premises and Residences

1. The sending State shall be entitled, on its own, or through any natural or juridical person authorized by it, in accordance with the law of the receiving State, to acquire by ownership, lease, rent or any other form of tenure, consular

premises, a residence for the head of the consulate, and a residence for each consular officer and each consular employee who is not a national of or a permanent resident of the receiving State.

2. Under the conditions referred to in paragraph 1, the sending State may, likewise, construct or improve such buildings and appurtenances.

3. The receiving State shall render all appropriate assistance and support to the sending State in carrying out the rights specified in paragraph 1 of this Article.

4. Nothing in this Article shall be construed to exempt the sending State from compliance with the law of the receiving State relating to buildings, including the construction and alterations thereof and the law relating to town planning and zoning.

ARTICLE 10

The National Flag and Coat of Arms

1. The sending State shall be entitled to display the national coat of arms and the designation of the consulate on the consular premises in the languages of the sending and of the receiving States.

2. The sending State shall be entitled to fly the flag of the sending State on consular premises, on the residence of the head of the consulate, as well as on the means of transport of the head of the consulate used in the performance of his or her official duties.

3. In exercising the rights provided by this Article, the sending State shall observe the law and customs of the receiving State.

ARTICLE 11

Inviolability of Consular Premises and Residences of Consular Officers

1. The consular premises shall be inviolable. The authorities of the receiving State may not enter the consular premises without the consent of the head of the consulate, the chief of the diplomatic mission of the sending State, or a person designated by one of those persons. The receiving State shall take all appropriate measures to assure the protection of the consular premises.

2. The provisions of paragraph 1 shall apply likewise to the residences of consular officers.

ARTICLE 12

Inviolability of Consular Archives

The consular archives shall be inviolable at all times and wherever they may be.

ARTICLE 13

Freedom of Communications

1. A consulate shall be entitled to exchange communications with its government, with diplomatic missions of the sending State and with other consulates of the sending State wherever they may be. For this purpose, the consulate may employ all

ordinary means of communications, including diplomatic and consular couriers, diplomatic and consular bags and codes and ciphers. The consulate may install and operate a radio transmitter only with the consent of the receiving State.

2. With respect to use of public means of communication, the same conditions shall be applied in the case of a consulate as are applied in the case of the diplomatic mission of the sending State.

3. The official correspondence of a consulate and the consular bag shall be inviolable. The packages constituting the consular bag must bear visible external marks of its character and must be sealed. The consular bag may contain nothing other than official correspondence and articles intended for official use. The official correspondence of a consulate and the packages constituting the consular bag shall neither be opened nor detained.

4. A consular courier who possesses an official document indicating his status and the number of packages constituting the consular bag shall be granted by the receiving State the same rights, facilities, privileges and immunities as are enjoyed by a diplomatic courier of the sending State. The provisions of this paragraph shall likewise apply to ad hoc couriers, except that their immunities shall cease when the consular bag has been handed over to the consignee.

5. The consular bag may be entrusted to the captain of an aircraft or to master of a vessel. These persons shall be provided with an official document which indicates the number of packages constituting the consular bag. They shall not,

however, be considered consular couriers. By arrangements with the appropriate authorities of the receiving State, and in compliance with the safety regulations of the receiving State the consulate may charge a member of the consulate to take possession of the consular bag directly and freely from the master of the vessel or captain of the aircraft or to deliver such bag to him or her.

ARTICLE 14

Immunity of Members of a Consulate from the Jurisdiction of the Receiving State

1. Consular officers and members of their families shall be immune from the criminal, civil and administrative jurisdiction of the receiving State, and are not subject to coercive measures of the receiving State under its law.

2. Consular employees and members of their families shall be immune from the criminal jurisdiction of the receiving State. They also shall be immune from the civil and administrative jurisdiction of the receiving State and are not subject to coercive measures of the receiving State under its law respecting any act performed by them in the exercise of their official functions.

3. The provisions of paragraphs 1 and 2 shall not, however, apply to civil actions:

(a) concerning private immovable property in the receiving State, unless it is held on behalf of the sending State for the purposes of a consulate;

(b) relating to succession in which these persons are involved as executor, administrator, heir or legatee in a private capacity and not on behalf of the sending State;

(c) relating to any professional or commercial activities engaged in by these persons in the receiving State outside of their official functions;

(d) resulting from contracts that were concluded by such persons unless they were acting expressly or impliedly on behalf of the sending State;

(e) brought by a third party for damage arising from an accident in the receiving State caused by means of transport.

4. No measures of execution shall be taken against persons mentioned in paragraphs 1 or 2, except in the cases under paragraph 3 and then only under the conditions that they may be taken so as not to infringe upon the inviolability of their person or residence.

ARTICLE 15

Exemption from Obligation to Give Evidence

1. A member of a consulate and members of his or her family may be called upon to attend as witnesses in the course of judicial or administrative proceedings.

2. A member of a consulate and members of his or her family are not required to give evidence concerning matters relating to the exercise of the official functions of a member of a consulate or to produce official correspondence or documents. Such persons are also entitled to decline to give evidence as expert witnesses with regard to the law of the sending State.

3. No coercive measure or penalty may be applied to a member of a consulate or a member of his or her family if the person declines to appear or give evidence concerning the matters referred to in paragraphs 1 or 2.

4. The courts or other competent authorities of the receiving State which in accordance with the provisions of paragraphs 1 and 2 take testimony shall take all appropriate measures to avoid hindering the performance of consular functions. Upon the request of the head of a consulate, such testimony may, when possible, be given orally or in writing at the consulate or at the residence of the person concerned.

5. A member of a consulate and members of his or her family shall not be required to take an oath or vow or give an assurance in connection with the giving of testimony.

ARTICLE 16

Waiver of Immunity

1. The sending State may waive the immunity from jurisdiction of a member of a consulate and of members of his or her family provided in Articles 14 and 15. Except as provided under the provisions of paragraph 2 of this Article, such waiver shall always be express and in writing.

2. In the event a member of a consulate or a member of his or her family initiates legal proceedings, with respect to which he or she would enjoy immunity under Article 14, he or she may not invoke immunity with regard to any counter-claim directly related to the principal claim.

3. Waiver of immunity from jurisdiction with respect to legal proceedings shall not be held to imply waiver of immunity with respect to the execution of judgment, for which a separate waiver shall be necessary.

ARTICLE 17

Exemption from Compulsory Services

Members of a consulate and members of their families shall be exempt from compulsory public or personal services of any kind in the receiving State.

ARTICLE 18

Exemption from Registration

Members of a consulate and members of their families shall be exempt from all obligations under the law of the receiving State regarding registration and residence permits and other related regulations normally applicable to persons who are not nationals of the receiving State.

ARTICLE 19

Exemption of the Sending State From Taxation on Immovable and Movable Property

1. The receiving State shall neither impose on nor collect from the sending State any national, regional or local dues or taxes of any kind with respect to:

(a) consular premises, the residence of the head of a consulate and the residences of members of a consulate used in accordance with Article 9;

(b) transactions or documents relating to the immovable property referred to in subparagraph (a) of this paragraph.

2. The receiving State shall neither impose on nor collect from the sending State any national, regional or local dues or taxes with respect to movable property which is owned, leased or otherwise possessed by the sending State and which is used exclusively for consular purposes, as well as dues and taxes in connection with the acquisition, possession or maintenance of such property.

3. The provisions of subparagraph 1(a) of this Article shall not apply to payment for services rendered.

4. The exemptions accorded by paragraph 1 of this Article shall not apply to such dues and taxes if under the law of the receiving State they are payable by a person contracting with the sending State or with a person acting on behalf of the sending State.

ARTICLE 20

Exemption of Members of a Consulate From Taxation

1. A member of a consulate and members of his or her family shall be exempt from payment of all dues and taxes and similar charges of any kind, whether national, regional or municipal, except:

(a) indirect dues and taxes of a kind normally included in the price of goods and services;

(b) dues and other taxes imposed with respect to private immovable property located in the receiving State, unless an exemption is provided by Article 19 of this Convention;

(c) estate and inheritance taxes and taxes on the transfer of property rights in the receiving State, except if exemption is provided under paragraph 2 of this Article;

(d) dues and other taxes on private income derived from sources in the receiving State;

(e) dues and other charges for specific services rendered;

(f) registration, court, record, mortgage and stamp fees, as well as dues and taxes imposed on transactions and on documents relating to transactions, except when exemption is provided under Article 19.

2. No national, regional or local estate, succession, or inheritance tax or any other tax or charge with respect to the transfer of movable property at death of a member of a consulate or a member of his or her family shall be imposed by the receiving

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State, provided that the presence of the property in the receiving State was due solely to the presence of the deceased in the receiving State in his or her capacity as a member of a consulate or as a member of a family of a member of a consulate.

3. A member of a consulate who employs persons whose wages and salaries are not exempt from the payment of dues and taxes in the receiving State shall observe the requirements under the law of the receiving State relating to an employer's obligation respecting payment of dues and taxes.

ARTICLE 21

Exemption From Customs Duties And Inspection

1. All articles, including motor vehicles, imported or exported for the official use of a consulate, shall be exempt in the receiving State from customs duties and other dues and taxes of any kind to the same extent as if they were imported or exported by the diplomatic mission of the sending State for its official use.

2. A consular officer and members of his or her family shall be exempt from customs duties and other charges imposed upon or by reason of importation or exportation of all articles intended for their own personal use, including articles for the equipment of their households, to the same extent as a member of the diplomatic staff of the diplomatic mission of the sending State and members of his or her family.

3. A consular employee and members of his or her family shall be exempt from customs duties and other charges imposed upon or by reason of the importation or exportation of articles for their

own personal use, including articles for the equipment of their households, to the same extent as a member of the administrative and technical staff of the diplomatic mission of the sending State and members of his or her family.

4. Personal baggage of a consular officer and members of his or her family shall be exempt from customs inspection. It may be inspected only in cases where there is serious reason to believe that they contain articles other than those mentioned in paragraph 2, or articles the importation or exportation of which is prohibited by the law of the receiving State or articles which are subject to the law of quarantine. Such inspection may be undertaken only in the presence of the consular officer concerned or members of his or her family or a person who has been designated to represent him or her.

5. The exemptions referred to in paragraphs 1 to 3 inclusive shall not apply to charges for the safekeeping, storage or cartage of imported or exported articles when such services have been initiated by a member of a consulate or a member of his or her family.

ARTICLE 22

Freedom of Movement

Subject to the law of the receiving State concerning zones where entry or stay is prohibited or regulated for reasons of national security, the receiving State shall ensure for all members of a consulate and members of their families freedom of movement and travel in the receiving State.

ARTICLE 23

Exclusion From the Enjoyment of Rights, Facilities, Privileges and Immunities

Consular employees and members of the families of members of a consulate who are either nationals or permanent residents of the receiving State shall not enjoy the rights, facilities, privileges and immunities provided by this Convention, except respecting immunity from the obligation to give evidence in matters connected with the discharge of official duties as provided in Article 15.

PART IV

CONSULAR FUNCTIONS

ARTICLE 24

Functions of a Consular Officer

A consular officer shall be entitled to:

(a) protect the rights and interests of the sending State and of its nationals and juridical persons;

(b) render assistance to nationals and juridical persons of the sending State;

(c) contribute to the development of economic, commercial, cultural, scientific, and tourist relations between the sending and the receiving States;

(d) promote in other ways the development of friendly relations between the sending and receiving States;

(e) ascertain by all lawful means conditions and developments in the political, economic, commercial, cultural and scientific life of the receiving State, and report thereon to the government of the sending State.

ARTICLE 25

Exercise of Consular Functions

1. In accordance with his authorization from the sending State, a consular officer shall be entitled to carry out the functions described in this Convention. He or she may also carry out other consular functions entrusted to him or her by the sending State which are not prohibited by the law of the receiving State or to which the receiving State does not object.

2. A consular officer shall be entitled to exercise consular functions only in the consular district to which he or she is assigned. A consular officer shall be entitled to exercise consular functions outside the limits of his or her consular district only when the advance consent of the receiving State is given separately in each instance.

3. In exercising his or her functions, a consular officer may approach orally or in writing:

(a) the competent authorities within his or her consular district;

(b) the competent central authorities of the receiving State to the extent allowed by the law and custom of the receiving State.

4. With the approval of the receiving State the sending State may perform consular functions in the receiving State on behalf of a third State.

5. A consulate shall be entitled to levy in the receiving State consular fees authorized under the law of the sending State. Such consular fees shall be exempt from all dues and taxes in the receiving State.

ARTICLE 26

Representation Before the Authorities
Of the Receiving State

1. A consular officer shall be entitled, in accordance with the law of the receiving State, to take appropriate measures for the protection of the rights and interests of nationals or juridical persons of the sending State, before the courts and other authorities of the receiving State, when because of absence or any other reason, these nationals are not in a position to undertake timely defense of their rights and interests.

2. The measures referred to in paragraph 1 shall cease as soon as the national or juridical person appoints a representative or personally assumes the defense of these rights and interests.

3. The provisions of this Article do not, however, authorize a consular officer to act as an attorney-at-law.

ARTICLE 27

Functions Regarding Citizenship Matters

A consular officer shall be entitled:

(a) to register nationals of the sending State;

(b) to accept applications and issue or deliver documents on matters of citizenship, subject to the law of the sending State.

ARTICLE 28

Functions With Regard to Travel Documents

A consular officer shall be entitled to:

(a) issue to nationals of the sending State passports or other travel documents, extend the validity of the same, cancel them, withdraw them, as well as make other changes in them;

(b) issue visas or other documentation permitting persons to travel to or through the sending State.

ARTICLE 29

Functions Regarding Civil Status Matters

1. A consular officer shall be entitled:

(a) to maintain registers relating to births and deaths of nationals of the sending State and to receive communications and documents on the same;

(b) to accept any application or declaration relating to civil status from nationals of the sending State.

2. The provisions of paragraph 1 do not exempt the persons concerned from the obligations under the law of the receiving State respecting these matters.

ARTICLE 30

Notarial Functions

A consular officer shall, in accordance with his or her authorization from the sending State, be entitled:

(a) to accept, legalize or certify declarations and testamentary dispositions of nationals of the sending State and to issue appropriate documents;

(b) to legalize or certify contracts concluded between nationals of the sending State and documents pertaining to unilateral acts of nationals of the sending State, provided these do not establish, transfer or abolish titles to premises and buildings located in the receiving State;

(c) to acknowledge or certify signatures of nationals of the sending State on documents intended for use in the sending State and to certify copies and photocopies of papers and documents of any kind and extracts thereof;

(d) to authenticate documents and acts drawn up or issued by the competent authorities of the receiving State and intended for use in the sending State;

(e) to certify translations of documents issued by the authorities of the sending or receiving State;

(f) to perform other notarial acts for which he or she has authority from the sending State, to the extent that they are not contrary to the law of the receiving State.

ARTICLE 31

Legal Force of Acts and Documents

The acts and documents specified in Article 30, legalized, certified or authenticated by a consular officer of the sending State, shall have in the receiving State the same validity and effect as the acts and documents drawn up, executed, legalized or certified by the competent authorities of the receiving State, provided they are not contrary to the law of the receiving State.

ARTICLE 32

Serving Judicial and Other Documents

A consular officer shall be entitled to serve judicial and other documents on nationals of the sending State in accordance with existing international agreements which are in force between the sending and receiving States or, in the absence of such international agreements, to the extent permitted by the law of the receiving State.

ARTICLE 33

Safekeeping of Articles

1. In accordance with his or her authorization from the sending State, and when not in contravention of the law of the receiving State, a consular officer shall be entitled to:

(a) accept for safekeeping from nationals of the sending State documents, money, valuables and other objects belonging to them;

(b) accept from the authorities of the receiving State papers, money, valuables and other objects which have been lost by nationals of the sending State during their stay in the receiving State in order to return them to their owners.

2. The objects accepted for safekeeping in accordance with paragraph 1(a) may be exported from the receiving State only if such exportation is not contrary to the law of that State.

ARTICLE 34

Notification of the Establishment of Guardianship or Trusteeship

1. The competent authorities of the receiving State shall notify a consular officer in writing of instances in which it is necessary to appoint a guardian or trustee for a national of the sending State who is not of age or is not in a position to perform legal acts, or to appoint a trustee for a national of the sending State for the purpose of administering the property in the receiving State of such national when for whatever reason the property cannot be administered by the national.

2. A consular officer of the sending State may, on matters mentioned in paragraph 1, approach the appropriate authorities of the receiving State, and, in particular, may propose appropriate persons to be appointed a guardian or a trustee.

ARTICLE 35

Information on the Death of a National of the Sending State

When the competent authorities of the receiving State learn of the death of a national of the sending State in the receiving State, they shall immediately notify a consular officer of the sending State and, upon his or her request, send him or her a copy of the death certificate or other appropriate documentation confirming the death.

ARTICLE 36

Information on the Estate of a Deceased National

Whenever the competent authorities of the receiving State learn of:

(a) the initiation of the administration of an estate resulting from the death in the receiving State of a national of the sending State who leaves in the receiving State no person authorized to administer or to conserve the estate and who has no representative there; or

(b) the initiation of the administration of an estate of a person, regardless of nationality, who has left in the receiving State an estate in which a national of the sending State who is not a permanent resident of the receiving State and who has no representative there may have an interest under a will or otherwise in accordance with the law of the receiving State,

they shall as promptly as possible so inform a consular officer of the sending State.

ARTICLE 37

Functions Relating to Estates Matters

A consular officer shall be entitled, in relation to estate matters specified in Article 36 and, to the extent permitted under the law of the receiving State:

(a) to request the competent authorities of the receiving State to take measures for the safeguarding, preservation and administration of the estate;

(b) to be present during, or otherwise to participate in, the taking of the measures referred to in subparagraph (a);

(c) to arrange for the representation of a national of the sending State, having a legitimate interest in the estate, who is neither present nor represented in the receiving State.

ARTICLE 38

Temporary Custody and Return of Monies and Personal Items of Deceased Sending State Nationals

1. If a national of the sending State dies during his temporary stay in the receiving State or during transit through that State, the competent authorities of the receiving State are obliged to deliver without delay to a consular officer of the sending State money and personal effects in the possession of the national for the purpose of their temporary custody and transfer to a person who has a claim to such money or effects. This obligation exists insofar as there is no person in the receiving State who is entitled to claim such property, also insofar as the money and effects are not retained by the competent authorities of the receiving State for the purposes of a legal inquiry and provided that such provisional custody shall be relinquished in accordance with the law of the receiving State to a duly appointed administrator or other authorized person.

2. The receiving State will permit the export of the monies and personal effects mentioned in paragraph 1 with the exception of monies and personal effects obtained in the receiving State, the export of which was forbidden according to the law of the receiving State at the time of death.

ARTICLE 39

Communication with Nationals of the Sending State

1. A consular officer shall be entitled, in his or her consular district, to communicate and meet with any national of the sending State, to render him or her any kind of assistance,

to assist him or her in dealings with authorities of the receiving State, and to arrange for the assistance of a lawyer and to arrange for an interpreter.

2. The receiving State shall in no way restrict the relations between the national of the sending State and the consular officer.

3. The authorities of the receiving State shall assist a consular officer to obtain information concerning the whereabouts of persons who possess the nationality of the sending State so that the consular officer can communicate or meet with these nationals.

4. In any case in which a national of the sending State is subject to detention, arrest or other form of limitation of his or her personal freedom, the competent authorities of the receiving State shall inform a consular officer of the sending State. This notification shall take place immediately, but, in any event, not later than after three calendar days from the date on which the national was detained, arrested or placed under any form of limitation of his or her personal freedom. Upon his or her request, a consular officer shall be informed of the reasons for which the national has been detained, arrested or otherwise limited in his or her personal freedom.

5. A consular officer shall be entitled to visit a national of the sending State who has been detained, arrested or subjected to any other form of limitation of his or her personal freedom, including such national who is in custody pending trial or who is serving a prison sentence in the receiving State, to converse

and to correspond with him or her in the language of the sending or the receiving State or to arrange for his or her legal representation. These visits shall take place as soon as possible, but, in any case, not later than after four calendar days from the date on which such national has been detained, arrested or subjected to any other form of limitation of personal freedom. The visits may be made periodically, but at intervals of not more than one month.

6. The competent authorities of the receiving State shall immediately inform the national of the sending State who is subjected to any form of limitation of personal freedom of all rights accorded to him by this Article to communicate with a consular officer.

7. A consular officer shall be entitled to receive from and send to a national of the sending State who is under any form of limitation of personal freedom letters or other correspondence.

8. A consular officer is entitled to provide to a national of the sending State who is under any form of limitation of personal freedom parcels containing items for personal use such as food, clothes, and reading and writing materials, in accordance with the regulations of the detention facility concerned.

9. In the case of a trial of a national of the sending State in the receiving State, the appropriate authorities shall, at the request of a consular officer, inform such officer of the charges against such national. A consular officer may

be present during all judicial proceedings against such national, in accordance with the applicable judicial procedures of the receiving State.

10. The rights contained in this Article shall be exercised in accordance with the law of the receiving State, so long as these laws do not nullify the purposes for which these rights are accorded.

11. The provisions of this Article relating to nationals of the sending State shall likewise apply to persons who are also considered by the receiving State to be nationals of the receiving State if the person has entered the receiving State for a temporary stay on the basis of a valid sending State passport or other lawful travel document of the sending State and has received from the receiving State a valid entry visa or other document authorizing entry into the receiving State. The provisions of this Article shall remain valid for such persons even though the temporary period for which they have been authorized to remain in the receiving State has expired due to judicial or administrative proceedings preventing timely departure from the receiving State. Such persons shall also be permitted to leave the receiving State if their travel document issued by the sending State is valid and if an exit visa from the receiving State has been obtained in a manner normally applicable in the case of nationals of the sending State present in the receiving State for a temporary stay.

ARTICLE 40

Rendering Assistance to Vessels

1. A consular officer shall be entitled to provide any type of assistance and support to a vessel of the sending State which is in a port or other anchorage of the receiving State or is in the internal waters, territorial sea or inland waters of the receiving State.

2. A consular officer may board a vessel of the sending State as soon as the vessel has been given permission to establish contact with the shore. On such occasions, the consular officer may be accompanied by members of the consulate with the approval of the competent authorities of the receiving State.

3. The master and members of the crew shall be entitled to meet and communicate with the consular officer and to visit the consulate in accordance with the law of the receiving State, with particular regard to the law of the port and the law relating to crossing the border.

4. A consular officer may address the competent authorities of the receiving State and request their support in carrying out his or her functions with regard to all matters relating to a vessel of the sending State and with regard to the master, members of the crew, passengers and cargo.

ARTICLE 41

Rendering Assistance to Master and Crew

1. Without prejudice to any rights of the authorities of the receiving State the consular officer shall be entitled:

(a) to investigate any incident which occurs aboard a vessel of the sending State, to question the master and any member of the crew with reference to these incidents, to inspect the vessel's papers, to receive information in connection with the voyage and destination of the vessel and also to render assistance in connection with the entry and departure of a vessel and its stay in the port;

(b) to settle disputes between the master and a crew member, including disputes concerning wages and employment contracts, insofar as this action is authorized by the law of the sending State, and is not contrary to the laws of the receiving State;

(c) to take steps connected with the signing on and discharging of the master or of a crew member;

(d) to take steps for medical treatment of the master, a member of the crew or a passenger of the vessel and to arrange for their repatriation to the sending State;

(e) to receive, draw up, certify or prolong any declaration or other document provided for by the law of the sending State in regard to a vessel of the sending State or its cargo;

(f) to undertake other steps to apply the law of the sending State concerning merchant shipping as long as his or her actions do not conflict with the law of the receiving State.

2. The consular officer shall be entitled, in accordance with the law of the receiving State to appear together with the master or a crew member before the courts or other authorities of the receiving State in order to render them any assistance.

ARTICLE 42

Protection of Interests in Case of Investigations on Board a Vessel

1. If the courts or other competent authorities of the receiving State intend to take coercive measures or to conduct an investigation on board a vessel of the sending State which is in the internal waters, territorial or inland waters of the receiving State, the consular officer shall be notified in advance by the competent authorities of the receiving State so that he or she can be present when such actions are being taken. If the consular officer is not present when such actions are being taken, the competent authorities of the receiving State shall, on request, inform him or her thereof in writing. If the urgency of the measures to be taken does not allow prior notification of the consular officer, the competent authorities of the receiving State shall inform the consular officer in writing of the occurrence and the actions taken, although the consular officer has not so requested.

2. The provisions of paragraph 1 shall likewise apply if the competent authorities of the receiving State summon the master or member of the crew of a vessel of the sending State to answer questions on shore on matters affecting the vessel.

3. Except at the request or with the permission of the consular officer or of the master of the vessel of the sending State, the judicial or other competent authorities of the receiving State shall not interfere on board a vessel of the sending State in the internal affairs of the vessel on questions of relations between the members of the crew, labor relations, discipline on board and other activities of an internal character relating to the vessel provided that the law relating to the peace and safety of the receiving State is not violated.

4. The provisions of this Article shall not be applied, however, to ordinary customs, passport and sanitary controls or to other measures undertaken by the competent authorities of the receiving State at the request of, or with the consent of, the master of the vessel. These provisions shall also not be applied in respect of measures undertaken, in accordance with international agreements in force between the sending and receiving States, for the saving of human life at sea and the prevention of pollution of the sea.

ARTICLE 43

Assistance in the Case of Damage to Vessels

1. If a vessel of the sending State is wrecked, grounded or suffers any other damage in a port or in the internal, territorial or inland waters of the receiving State, the competent authorities of the receiving State shall inform a consular officer as soon as possible and inform him or her of the measures taken for saving the passengers and crew and salvaging the vessel and its cargo.

2. The consular officer may give any assistance to a

vessel of the sending State, the members of the crew and the passengers, as well as take measures for safeguarding the cargo and repairing the vessel. He may also ask the authorities of the receiving State to undertake such measures.

3. If the owner of a vessel of the sending State, the master or other authorized person is not in a position to undertake the necessary measures for safeguarding, salvaging or disposing of the vessel or its cargo, the consular officer of the sending State, on behalf of the owner, may undertake those measures which the owner of the vessel or the cargo would himself or herself undertake in such a case.

4. The provisions of paragraphs 1, 2 and 3 shall also apply to objects belonging to a national of the sending State and which were on board a vessel, whether of the sending State or of a third state, which were found stranded on the shore or in the waters of the receiving State, or have been brought to a port of the receiving State.

5. The competent authorities of the receiving State shall extend all necessary assistance to a consular officer in taking the measures relating to the average of a vessel of the sending State.

6. A vessel of the sending State which has suffered damage, as well as its cargo and provisions, shall be exempt from customs duties, charges and fees in the receiving State, unless the vessel and its cargo are stored for use in that State.

Article 44

Functions with Regard to Aircraft

Articles 40 through 43 of this Convention shall also apply

to Civil aircraft to the extent they are applicable and on the condition that such application is not contrary to any international agreements in force between the sending and receiving States.

Part V

GENERAL AND FINAL PROVISIONS

Article 45

Observing the Law of the Receiving State

1. All persons enjoying rights, facilities, privileges and immunities under this Convention are obliged, without prejudice to the same, to observe the law and customs of the receiving State, including traffic regulations, and are also obliged not to interfere in the internal affairs of the receiving State.

2. The consular premises may not be used for purposes inappropriate to the exercise of consular functions or inappropriate to the character of the consulate.

3. A consular officer or a consular employee who is a national of the sending State may not undertake any activity for personal gain in the receiving State outside official functions.

4. All means of transportation belonging to or operated by the sending State or members of a consulate and their families, who are not nationals or permanent residents of the receiving State, shall be adequately insured against civil actions by third parties.

Article 46

Performance of Consular Functions by a Diplomatic Mission

1. The provisions of this Convention relating to consular

functions, rights, facilities, privileges and immunities shall also apply in the case of consular functions being performed by a diplomatic mission.

2. The names of the members of the diplomatic staff of the diplomatic mission entrusted with the performance of consular functions shall be communicated through diplomatic channels to the receiving State.

3. The members of the diplomatic staff of the diplomatic mission referred to in paragraph 2 shall continue to enjoy the privileges and immunities granted them by virtue of their diplomatic status.

Article 47

Ratification, Entry into Force and Duration of the Convention

1. This Convention shall be subject to ratification. It shall enter into force after the expiration of thirty days following the date of the exchange of instruments of ratification [1] which shall take place at Washington.

2. This Convention shall remain in force until the expiration of six months from the date on which one of the Contracting Parties gives to the other Contracting Party written notification through diplomatic channels of its intention to terminate the Convention.

[1] Feb. 19, 1981.

IN WITNESS WHEREOF, the respective plenipotentiaries of the Contracting Parties have signed this Convention and affixed thereto their seals.

DONE at Berlin on September 4, 1979, in two originals, in the English and German languages, both texts being equally authentic.

FOR THE
UNITED STATES OF AMERICA:

[1]

FOR THE
GERMAN DEMOCRATIC REPUBLIC:

[2]

[1] David B. Bolen.
[2] Kurt Nier.

Konsularvertrag

zwischen den Vereinigten Staaten von Amerika

und der Deutschen Demokratischen Republik

Die Vereinigten Staaten von Amerika und die Deutsche Demokratische Republik haben, von dem Wunsch geleitet, die konsularischen Beziehungen zu entwickeln und zu regeln und damit zur weiteren Entwicklung der freundschaftlichen Beziehungen zwischen beiden Staaten beizutragen sowie den Schutz ihrer staatlichen Interessen und den Schutz der Rechte und Interessen ihrer Staatsbürger zu erleichtern, beschlossen, diesen Konsularvertrag abzuschließen und zu diesem Zweck zu ihren Bevollmächtigten ernannt:

Die Vereinigten Staaten von Amerika:

Herrn David B. B o l e n

Botschafter der

Vereinigten Staaten von Amerika,

Die Deutsche Demokratische Republik:

Herrn Kurt N i e r

Stellvertreter des Ministers

für Auswärtige Angelegenheiten,

die, nachdem sie einander mit ihren in guter und gehöriger Form befundenen Vollmachten bekannt gemacht haben, wie folgt übereingekommen sind:

Teil I

Definitionen

Artikel 1

In diesem Vertrag bedeuten die nachstehenden Begriffe:

a. "Konsulat" ein Generalkonsulat, ein Konsulat, ein Vizekonsulat oder eine Konsularagentur, die getrennt von der diplomatischen Mission bestehen;

b. "Konsularbezirk" das Gebiet, auf dem eine konsularische Amtsperson berechtigt ist, konsularische Funktionen auszuüben;

c. "Leiter des Konsulats" den Generalkonsul, Konsul, Vizekonsul oder die konsularische Amtsperson, die vom Entsendestaat mit der Leitung eines Konsulats beauftragt ist;

d. "Konsularische Amtsperson" eine Person, einschließlich des Leiters des Konsulats, die vom Entsendestaat mit der Wahrnehmung konsularischer Funktionen beauftragt ist;

e. "Konsularangestellter" eine Person, die im Konsulat administrative, technische oder Dienstleistungsaufgaben erfüllt;

f. "Angehöriger des Konsulats" eine konsularische Amtsperson und ein Konsularangestellter;

g. "Familienangehörige" den Ehegatten und die nicht volljährigen Kinder eines Angehörigen des Konsulats, die seinem Haushalt angehören. Als Familienangehörige können

auf Ersuchen des Entsendestaates und mit Zustimmung des Empfangsstaates auch die Eltern eines Angehörigen des Konsulats und andere Personen betrachtet werden, die mit einem Angehörigen des Konsulats verwandt sind und seinem Haushalt angehören;

h. "Konsularräumlichkeiten" Gebäude oder Gebäudeteile sowie dazugehörende Grundstücke, die ungeachtet der Eigentumsverhältnisse ausschließlich für konsularische Zwecke genutzt werden;

i. "Konsulararchiv" den dienstlichen Schriftwechsel, Codes und Chiffre, Dokumente, Aufzeichnungen, Akten, Bücher und technische Büroausrüstungen des Konsulats sowie Einrichtungsgegenstände, die zu ihrer Aufbewahrung und ihrem Schutz bestimmt sind;

j. "Schiff des Entsendestaates" jedes Wasserfahrzeug, mit Ausnahme von Kriegsschiffen, das nach den Gesetzen des Entsendestaates unter der Flagge des Entsendestaates fährt;

k. "Luftfahrzeug des Entsendestaates" jedes Luftfahrzeug, mit Ausnahme von Militärflugzeugen, das nach den Gesetzen des Entsendestaates die Staatszugehörigkeits- und Eintragungszeichen des Entsendestaates trägt;

l. "Gesetz"

in bezug auf die Vereinigten Staaten von Amerika alle Bundes-, einzelstaatlichen und örtlichen Gesetze, Verordnungen, Beschlüsse und anderen Bestimmungen, einschließlich Gerichtsentscheidungen, die Rechtskraft besitzen,

in bezug auf die Deutsche Demokratische Republik alle Gesetze und anderen Rechtsvorschriften.

Teil II

Errichtung von Konsulaten, Ernennung und Beendigung der Tätigkeit von Angehörigen des Konsulats

Artikel 2

Errichtung von Konsulaten

(1) Der Entsendestaat kann im Empfangsstaat ein Konsulat nur mit dessen Zustimmung errichten.

(2) Der Sitz des Konsulats, sein Rang, sein Konsularbezirk und die Anzahl der Angehörigen des Konsulats sowie jede diesbezügliche Änderung werden zwischen dem Entsendestaat und dem Empfangsstaat vereinbart.

Artikel 3

Ernennung des Leiters des Konsulats

(1) Vor Ernennung des Leiters des Konsulats durch den Entsendestaat ist hinsichtlich der vorgesehenen Person das Einverständnis des Empfangsstaates auf diplomatischem Weg einzuholen.

(2) Der Entsendestaat übermittelt dem Empfangsstaat auf diplomatischem Weg das Konsularpatent oder ein anderes entsprechendes Dokument über die Ernennung des Leiters des Konsulats. Darin sind der Name des Leiters des Konsulats, sein Rang sowie der Sitz des Konsulats und der Konsularbezirk zu bezeichnen.

(3) Der Leiter des Konsulats darf seine Funktionen erst nach Erteilung des Exequaturs oder einer anderen Erlaubnis durch den Empfangsstaat ausüben. Nach Vorlage des Konsularpatents oder eines anderen entsprechenden Dokuments über die Ernennung des Leiters des Konsulats erteilt der Empfangsstaat so bald wie möglich das Exequatur oder eine andere Erlaubnis.

(4) Der Empfangsstaat kann dem Leiter des Konsulats bis zur Erteilung des Exequaturs oder einer anderen Erlaubnis gestatten, seine Funktionen vorläufig auszuüben.

(5) Die zuständigen Organe des Empfangsstaates ergreifen, sobald die Erlaubnis zur Funktionsausübung, einschließlich einer vorläufigen Erlaubnis, erteilt wurde, alle notwendigen Maßnahmen, um dem Leiter des Konsulats die Ausübung seiner Funktionen und die Inanspruchnahme der ihm nach diesem Vertrag und nach den Gesetzen des Empfangsstaates gewährten Rechte, Erleichterungen, Privilegien und Immunitäten zu ermöglichen.

Artikel 4

Zeitweilige Ausübung der Funktionen
des Leiters des Konsulats

(1) Wenn der Leiter des Konsulats aus irgendeinem Grund seine Funktionen nicht ausüben kann oder die Stelle des Leiters des Konsulats unbesetzt ist, kann der Entsendestaat eine konsularische Amtsperson des betreffenden oder eines seiner anderen Konsulate im Empfangsstaat oder ein Mitglied des diplomatischen Personals seiner diplomatischen Mission mit der zeitweiligen Leitung des Konsulats beauftragen. Der Entsendestaat teilt dem Empfangsstaat vorher auf diplomatischem Weg den Namen der Person mit, die zum zeitweiligen Leiter des Konsulats ernannt wird.

(2) Die Person, die mit der zeitweiligen Leitung des Konsulats beauftragt wurde, genießt die gleichen Rechte, Erleichterungen, Privilegien und Immunitäten, die dem Leiter des Konsulats nach diesem Vertrag zustehen.

(3) Wird ein Mitglied des diplomatischen Personals der diplomatischen Mission des Entsendestaates mit der zeitweiligen Leitung des Konsulats beauftragt, bleiben die ihm zustehenden diplomatischen Privilegien und Immunitäten unberührt.

Artikel 5

Mitteilung über die Entsendung von konsularischen Amtspersonen und den Dienstantritt von Konsularangestellten

(1) Der Entsendestaat teilt dem Empfangsstaat vorher schriftlich auf diplomatischem Weg den Vor- und Zunamen, die Funktion und den Rang einer konsularischen Amtsperson, ihre Ankunft, ihre endgültige Abreise, die Beendigung ihrer Funktion sowie alle sonstigen ihre Stellung im Konsulat betreffenden Änderungen während ihrer Tätigkeit im Konsulat mit.

(2) Der Entsendestaat teilt dem Empfangsstaat ebenfalls schriftlich folgendes mit:

a. die Entsendung eines Konsularangestellten, seinen Vor- und Zunamen, seine Staatsbürgerschaft und seine Funktion im Konsulat, den Tag seiner Ankunft und endgültigen Abreise oder die Beendigung seiner dienstlichen Tätigkeit und alle sonstigen seine Stellung betreffenden Änderungen während seiner Tätigkeit im Konsulat;

b. den Tag der Ankunft und der endgültigen Abreise von Familienangehörigen eines Angehörigen des Konsulats und gegebenenfalls die Tatsache, daß eine Person Familienangehöriger wird oder diese Eigenschaft verliert;

c. den Dienstantritt und die Beendigung der dienstlichen Tätigkeit eines Konsularangestellten, der Staatsbürger des Empfangsstaates ist oder seinen Wohnsitz im Empfangsstaat hat.

Artikel 6

Staatsbürgerschaft konsularischer Amtspersonen

Konsularische Amtspersonen müssen Staatsbürger des Entsendestaates und dürfen nicht Staatsbürger des Empfangsstaates sein und im Empfangsstaat keinen Wohnsitz haben.

Artikel 7

Verfahren zur Beendigung der Tätigkeit von Angehörigen des Konsulats

(1) Der Empfangsstaat kann den Entsendestaat jederzeit und ohne Angabe von Gründen für seine Entscheidung auf diplomatischem Weg in Kenntnis setzen, daß eine konsularische Amtsperson persona non grata oder ein Konsularangestellter nicht genehm ist. Der Entsendestaat hat in diesem Fall die betreffende Person abzuberufen oder ihre Tätigkeit im Konsulat zu beenden.

(2) Unterläßt es der Entsendestaat, innerhalb einer angemessenen Frist die in Absatz 1 genannten Verpflichtungen zu erfüllen, kann sich der Empfangsstaat weigern, eine solche Person weiterhin als Angehörigen des Konsulats anzuerkennen.

(3) Die dienstliche Tätigkeit eines Angehörigen des Konsulats wird insbesondere dadurch beendet, daß

a. der Entsendestaat dem Empfangsstaat die Beendigung der dienstlichen Tätigkeit mitteilt;

b. das Exequatur oder die andere Erlaubnis durch den Empfangsstaat zurückgezogen wird;

c. der Empfangsstaat dem Entsendestaat mitteilt, daß er die betreffende Person nicht mehr als Angehörigen des Konsulats betrachtet.

Teil III

Rechte, Erleichterungen, Privilegien und Immunitäten

Artikel 8

Schutz und Erleichterungen für das Konsulat
und die Angehörigen des Konsulats

(1) Der Empfangsstaat gewährt einem Konsulat jegliche Erleichterungen, damit es seinen Dienstbetrieb durchführen und seine Funktionen wahrnehmen kann.

(2) Der Empfangsstaat trifft alle geeigneten Maßnahmen, um einem Angehörigen des Konsulats die wirksame Ausübung seiner Funktionen zu ermöglichen und zu sichern, daß er und seine Familienangehörigen die Rechte, Erleichterungen, Privilegien und Immunitäten nach diesem Vertrag in Anspruch nehmen können.

(3) Der Empfangsstaat trifft alle geeigneten Maßnahmen, um jeden Angriff auf die Person, die Freiheit oder die Würde eines Angehörigen des Konsulats und seine Familienangehörigen zu verhindern, sofern sie nicht Staatsbürger des Empfangsstaates sind oder ihren Wohnsitz nicht im Empfangsstaat haben.

Artikel 9

Beschaffung von Konsularräumlichkeiten
und Wohnungen

(1) DerEntsendestaat hat das Recht, selbst oder durch von ihm beauftragte natürliche oder juristische Personen in Übereinstimmung mit den Gesetzen des Empfangsstaates Konsularräumlichkeiten, eine Residenz des Leiters des Konsulats und eine Wohnung für jede konsularische Amtsperson und jeden Konsularangestellten, sofern dieser nicht Staatsbürger des Empfangsstaates ist und seinen Wohnsitz nicht im Empfangsstaat hat, als Eigentum zu

erwerben, zu pachten, zu mieten oder in anderer Form Nutzungsrechte daran zu erwerben.

(2) Der Entsendestaat kann unter den in Absatz 1 genannten Bedingungen auch solche Gebäude und dazugehörende Einrichtungen errichten oder baulich verändern.

(3) Der Empfangsstaat erweist dem Entsendestaat geeignete Hilfe und Unterstützung bei der Wahrnehmung der in Absatz 1 genannten Rechte.

(4) Die Bestimmungen dieses Artikels befreien den Entsendestaat nicht von der Einhaltung der Gesetze des Empfangsstaates in bezug auf das Bauwesen, einschließlich der über die Errichtung und bauliche Veränderung von Gebäuden, und der Gesetze über Städteplanung und Bebauung.

Artikel 10

Staatswappen und Staatsflagge

(1) Der Entsendestaat hat das Recht, an den Konsularräumlichkeiten das Staatswappen und die Bezeichnung des Konsulats in den Sprachen des Entsendestaates und des Empfangsstaates anzubringen.

(2) Der Entsendestaat hat das Recht, die Staatsflagge des Entsendestaates an den Konsularräumlichkeiten und an der Residenz des Leiters des Konsulats zu hissen sowie an dem vom Leiter des Konsulats dienstlich benutzten Beförderungsmittel zu führen.

(3) Bei der Wahrnehmung der in diesem Artikel gewährten Rechte hat der Entsendestaat die Gesetze und Gepflogenheiten des Empfangsstaates zu beachten.

Artikel 11

Unverletzlichkeit der Konsularräumlichkeiten und der Wohnungen der konsularischen Amtspersonen

(1) Die Konsularräumlichkeiten sind unverletzlich. Die Organe des Empfangsstaates dürfen die Konsularräumlichkeiten ohne Einwilligung des Leiters des Konsulats, des Chefs der diplomatischen Mission des Entsendestaates oder einer von ihnen ermächtigten Person nicht betreten. Der Empfangsstaat ergreift alle geeigneten Maßnahmen, um den Schutz der Konsularräumlichkeiten zu gewährleisten.

(2) Die Bestimmungen von Absatz 1 gelten auch für die Wohnungen der konsularischen Amtspersonen.

Artikel 12

Unverletzlichkeit der Konsulararchive

Konsulararchive sind jederzeit und unabhängig von ihrem Standort unverletzlich.

Artikel 13

Freiheit der Verbindungen

(1) Das Konsulat hat das Recht, sich mit der Regierung oder den diplomatischen Missionen und anderen Konsulaten des Entsendestaates in Verbindung zu setzen, unabhängig davon, wo sie sich befinden. Das Konsulat kann zu diesem Zweck alle allgemein üblichen Verbindungsmittel, einschließlich diplomatische und konsularische Kuriere, diplomatisches und konsularisches

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Gepäck und verschlüsselte Nachrichten, benutzen. Die Errichtung und Inbetriebnahme einer Funkstation bedarf der Genehmigung des Empfangsstaates.

(2) Bei der Benutzung öffentlicher Verbindungsmittel gelten für das Konsulat die gleichen Bedingungen wie für die diplomatische Mission des Entsendestaates.

(3) Der dienstliche Schriftverkehr des Konsulats und das Konsulargepäck sind unverletzlich. Das Konsulargepäck muß als solches äußerlich sichtbar gekennzeichnet und versiegelt sein. Es darf nur dienstliche Schriftstücke oder für den dienstlichen Gebrauch bestimmte Gegenstände enthalten. Der dienstliche Schriftverkehr des Konsulats und das Konsulargepäck dürfen weder geöffnet noch zurückgehalten werden.

(4) Dem Konsularkurier, der ein offizielles Schriftstück besitzt, aus dem seine Stellung und die Anzahl der Konsulargepäckstücke ersichtlich sind, werden vom Empfangsstaat die gleichen Rechte, Erleichterungen, Privilegien und Immunitäten wie diplomatischen Kurieren des Entsendestaates gewährt. Das gilt auch für den Konsularkurier ad hoc, jedoch erlöschen dessen Immunitäten, nachdem er das Konsulargepäck dem Empfänger ausgehändigt hat.

(5) Das Konsulargepäck kann auch dem Kommandanten eines Luftfahrzeuges oder dem Kapitän eines Schiffes anvertraut werden. Diese sind mit einem offiziellen Schriftstück auszustatten, aus dem die Anzahl der ihnen anvertrauten Konsulargepäckstücke ersichtlich ist. Sie gelten jedoch nicht als Konsularkuriere. Das Konsulat kann einen Angehörigen des Konsulats beauftragen, Konsulargepäck unmittelbar und ungehindert vom Kommandanten eines Luftfahrzeuges oder vom Kapitän eines Schiffes in Absprache mit den zuständigen Organen des Empfangsstaates und unter Einhaltung der entsprechenden Sicherheitsbestimmungen des Empfangsstaates entgegenzunehmen oder diesem zu übergeben.

Artikel 14

Immunität der Angehörigen des Konsulats vor der Gerichtsbarkeit des Empfangsstaates

(1) Konsularische Amtspersonen und ihre Familienangehörigen genießen Immunität vor der Straf-, Zivil- und Verwaltungsgerichtsbarkeit des Empfangsstaates und unterliegen nicht Zwangsmaßnahmen des Empfangsstaates nach seinen Gesetzen.

(2) Konsularangestellte und ihre Familienangehörigen genießen Immunität vor der Strafgerichtsbarkeit des Empfangsstaates. Sie genießen ferner Immunität vor der Zivil- und Verwaltungsgerichtsbarkeit des Empfangsstaates und unterliegen nicht Zwangsmaßnahmen des Empfangsstaates nach seinen Gesetzen in bezug auf Handlungen, die sie in Wahrnehmung dienstlicher Aufgaben vorgenommen haben.

(3) Die Bestimmungen in Absatz 1 und 2 gelten jedoch nicht für Zivilklagen

a. in bezug auf privates, im Empfangsstaat gelegenes unbewegliches Vermögen, sofern es nicht im Auftrag des Entsendestaates zu konsularischen Zwecken genutzt wird;

b. in Nachlaßsachen, in denen diese Personen in privater Eigenschaft und nicht im Namen des Entsendestaates als Testamentsvollstrecker, Nachlaßverwalter, Erbe oder Vermächtnisnehmer auftreten;

c. in Zusammenhang mit einer beruflichen oder gewerblichen Tätigkeit, die diese Personen im Empfangsstaat neben ihrer dienstlichen Funktion ausüben;

d. die durch von diesen Personen abgeschlossene Verträge hervorgerufen werden, bei deren Abschluß sie nicht direkt oder indirekt im Auftrag des Entsendestaates auftreten;

e. die eine dritte Person bei Schäden anstrengt, die durch einen mit Verkehrsmitteln verursachten Unfall im Empfangsstaat hervorgerufen wurden.

(4) Gegen eine in Absatz 1 oder 2 genannte Person dürfen Vollstreckungsmaßnahmen nur in den in Absatz 3 vorgesehenen Fällen und nur unter der Voraussetzung getroffen werden, daß sie durchführbar sind, ohne die Unverletzlichkeit der Person und der Wohnung zu beeinträchtigen.

Artikel 15

Befreiung von der Verpflichtung zur Zeugenaussage

(1) Ein Angehöriger des Konsulats und seine Familienangehörigen können im Verlauf gerichtlicher oder Verwaltungsverfahren als Zeuge geladen werden.

(2) Ein Angehöriger des Konsulats und seine Familienangehörigen sind nicht verpflichtet, in Angelegenheiten auszusagen, die mit der Ausübung der dienstlichen Funktionen eines Angehörigen des Konsulats verbunden sind, oder dienstliche Schriftstücke oder Dokumente vorzulegen. Sie sind auch berechtigt, die Aussage als Sachverständiger in bezug auf die Gesetze des Entsendestaates zu verweigern.

(3) Gegen einen Angehörigen des Konsulats und seine Familienangehörigen dürfen keine Zwangsmaßnahmen oder Strafen angewendet werden, wenn sie sich weigern, in den in Absatz 1 und 2 genannten Fällen zu erscheinen oder auszusagen.

(4) Die Gerichte oder andere zuständige Organe des Empfangstaates, die in Übereinstimmung mit Absatz 1 und 2 eine Zeugenaussage entgegennehmen, ergreifen alle geeigneten Maßnahmen, damit die Wahrnehmung konsularischer Funktionen nicht beeinträchtigt wird. Auf Ersuchen des Leiters des Konsulats können solche Aussagen, wenn möglich, mündlich oder schriftlich im Konsulat oder in der Wohnung der betreffenden Person abgegeben werden.

(5) Ein Angehöriger des Konsulats und seine Familienangehörigen sind nicht verpflichtet, im Zusammenhang mit Zeugenaussagen einen Eid zu leisten oder Schwur abzulegen oder eine Versicherung abzugeben.

Artikel 16

Verzicht auf Immunität

(1) Der Entsendestaat kann auf die für einen Angehörigen des Konsulats sowie seine Familienangehörigen in den Artikeln 14 und 15 festgelegte Immunität vor der Gerichtsbarkeit verzichten. Der Verzicht erfolgt mit Ausnahme der in Absatz 2 dieses Artikels genannten Bestimmung stets ausdrücklich und schriftlich.

(2) Wird durch einen Angehörigen des Konsulats oder einen seiner Familienangehörigen ein Gerichtsverfahren angestrengt, in dem er Immunität gemäß Artikel 14 genießen würde, so kann er sich in bezug auf eine Widerklage, die mit der Hauptklage in unmittelbarem Zusammenhang steht, nicht auf die Immunität berufen.

(3) Der Verzicht auf die Immunität vor der Gerichtsbarkeit in einem Gerichtsverfahren gilt nicht als Verzicht auf die Immunität vor der Vollstreckung der gerichtlichen Entscheidung; hierfür ist ein besonderer Verzicht erforderlich.

Artikel 17

Befreiung von Pflichtleistungen

Angehörige des Konsulats und ihre Familienangehörigen werden im Empfangsstaat von öffentlichen und persönlichen Pflichtleistungen jeglicher Art befreit.

Artikel 18

Befreiung von der Meldepflicht

Angehörige des Konsulats und ihre Familienangehörigen sind von allen Verpflichtungen befreit, die sich aus den Gesetzen des Empfangsstaates in bezug auf die Meldepflicht und Aufenthaltsberechtigungen sowie anderen Bestimmungen ergeben, die damit im Zusammenhang stehen und normalerweise für Personen gelten, die nicht Staatsbürger des Empfangsstaates sind.

Artikel 19

Befreiung des Entsendestaates von Steuern für bewegliches und unbewegliches Vermögen

(1) Der Empfangsstaat erhebt vom Entsendestaat keinerlei staatliche, regionale und kommunale Steuern und sonstige Abgaben für

a. die Konsularräumlichkeiten, die Residenz des Leiters des Konsulats und die Wohnungen der Angehörigen des Konsulats, die in Übereinstimmung mit Artikel 9 genutzt werden;

b. rechtsgeschäftliche Handlungen und Dokumente, die unter Buchstabe a. dieses Absatzes genannte Immobilien betreffen.

(2) Der Empfangsstaat erhebt vom Entsendestaat keinerlei staatliche, regionale und kommunale Steuern und sonstige

Abgaben für das bewegliche Vermögen, das sich im Eigentum des Entsendestaates befindet, von ihm gemietet wurde oder in anderer Form in seinem Besitz ist und ausschließlich für Zwecke des Konsulats genutzt wird, einschließlich des Erwerbs, Besitzes und der Erhaltung solchen beweglichen Vermögens.

(3) Die Bestimmungen in Absatz 1 Buchstabe a. beziehen sich nicht auf die Bezahlung von Dienstleistungen.

(4) Die nach Absatz 1 gewährten Befreiungen beziehen sich nicht auf Steuern und Abgaben, die nach den Gesetzen des Empfangsstaates von einer Person zu entrichten sind, die mit dem Entsendestaat oder einer für diesen handelnden Person Verträge geschlossen hat.

Artikel 20

Befreiung der Angehörigen des Konsulats von Steuern

(1) Ein Angehöriger des Konsulats sowie seine Familienangehörigen sind von allen staatlichen, regionalen und kommunalen Steuern und sonstigen Abgaben befreit; ausgenommen hiervon sind:

a. indirekte Steuern und Abgaben, die normalerweise im Preis von Waren und Dienstleistungen enthalten sind;

b. Steuern und sonstige Abgaben von privatem, im Empfangsstaat gelegenen unbeweglichen Vermögen, sofern keine Befreiung nach Artikel 19 vorgesehen ist;

c. Nachlaß- oder Erbschaftssteuern und Abgaben vom Vermögensübergang in bezug auf Vermögen im Empfangsstaat, sofern keine Befreiung nach Absatz 2 vorgesehen ist;

d. Steuern und sonstige Abgaben von privaten Einkünften, deren Quelle sich im Empfangsstaat befindet;

e. Gebühren und sonstige Abgaben, die für bestimmte Dienstleistungen erhoben werden;

f. Eintragungs-, Gerichts-, Beurkundungs-, Hypotheken- und Stempelgebühren sowie Steuern und Abgaben, die im Zusammenhang mit Rechtsgeschäften oder Dokumenten über Rechtsgeschäfte entstehen, sofern keine Befreiung nach Artikel 19 vorgesehen ist.

(2) Für bewegliches Vermögen eines verstorbenen Angehörigen des Konsulats oder eines seiner Familienangehörigen werden vom Empfangsstaat staatliche, regionale und kommunale Nachlaß-, Erbschafts- oder sonstige Steuern und Abgaben für den Vermögensübergang insoweit nicht erhoben, als sich dieses Vermögen nur deshalb im Empfangsstaat befindet, weil sich der Verstorbene als Angehöriger des Konsulats oder als dessen Familienangehöriger im Empfangsstaat aufhielt.

(3) Ein Angehöriger des Konsulats, der Personen beschäftigt, deren Bezüge nicht von der Lohnsteuer im Empfangsstaat befreit sind, hat die Verpflichtungen einzuhalten, die die Gesetze des Empfangsstaates in bezug auf die Entrichtung der Lohnsteuer vorsehen.

Artikel 21

Befreiung von Zöllen und Zollkontrollen

(1) Alle Gegenstände, einschließlich Kraftfahrzeuge, die für den dienstlichen Gebrauch des Konsulats ein- oder ausgeführt werden, sind im Empfangsstaat in gleicher Weise von Zöllen, Steuern und sonstigen Abgaben jeder Art befreit, wie die Gegenstände, die zum dienstlichen Gebrauch der diplomatischen Mission des Entsendestaates ein- oder ausgeführt werden.

(2) Eine konsularische Amtsperson und ihre Familienangehörigen sind in gleicher Weise von Zöllen und sonstigen Abgaben bei der Ein- oder Ausfuhr aller Gegenstände ihres persönlichen Bedarfs, einschließlich der für die Einrichtung ihres Haushalts vorgesehenen Gegenstände, befreit, wie ein Mitglied des diplomatischen Personals der diplomatischen Mission des Entsendestaates und seine Familienangehörigen.

(3) Ein Konsularangestellter und seine Familienangehörigen sind hinsichtlich der Ein- oder Ausfuhr von Gegenständen ihres persönlichen Bedarfs, einschließlich der für die Einrichtung ihres Haushalts vorgesehenen Gegenstände, von Zöllen und sonstigen Abgaben in gleicher Weise befreit, wie ein Mitglied des Verwaltungs- und technischen Personals der diplomatischen Mission des Entsendestaates und seine Familienangehörigen.

(4) Das persönliche Gepäck einer konsularischen Amtsperson und ihrer Familienangehörigen ist von der Zollkontrolle befreit. Eine Kontrolle darf nur dann vorgenommen werden, wenn ernsthafte Gründe für die Annahme bestehen, daß es andere als die in Absatz 2 genannten Gegenstände enthält oder Gegenstände, deren Ein- oder Ausfuhr nach den Gesetzen des Empfangsstaates untersagt ist oder die den Quarantänebestimmungen unterliegen. Eine solche Kontrolle darf nur in Anwesenheit der betreffenden konsularischen Amtsperson oder ihrer Familienangehörigen oder einer von ihnen beauftragten Person vorgenommen werden.

(5) Die in Absatz 1 bis 3 genannten Befreiungen beziehen sich nicht auf die Kosten für die auf Veranlassung eines Angehörigen des Konsulats oder seiner Familienangehörigen erfolgte Aufbewahrung, Lagerung und den Transport von ein- oder ausgeführten Gegenständen.

Artikel 22

Bewegungsfreiheit

Der Empfangsstaat gewährt den Angehörigen des Konsulats und ihren Familienangehörigen im Empfangsstaat Bewegungs- und Reisefreiheit, vorbehaltlich der Gebiete, in die die Einreise oder der Aufenthalt durch die Gesetze des Empfangsstaates aus Gründen der staatlichen Sicherheit nicht gestattet oder besonders geregelt ist.

Artikel 23

Ausnahmen von der Gewährung von Rechten, Erleichterungen, Privilegien und Immunitäten

Konsularangestellte und Familienangehörige eines Angehörigen des Konsulats, die Staatsbürger des Empfangsstaates sind oder ihren Wohnsitz im Empfangsstaat haben, genießen nicht die in diesem Vertrag festgelegten Rechte, Erleichterungen, Privilegien und Immunitäten, mit Ausnahme der in Artikel 15 vorgesehenen Befreiung von der Pflicht zur Zeugenaussage über dienstliche Angelegenheiten.

Teil IV

Konsularfunktionen

Artikel 24

Funktionen der konsularischen Amtsperson

Eine konsularische Amtsperson hat das Recht,

a. die Rechte und Interessen des Entsendestaates, seiner Staatsbürger und juristischen Personen wahrzunehmen;

b. den Staatsbürgern und juristischen Personen des Entsendestaates Hilfe zu leisten;

c. zur Entwicklung der ökonomischen, kommerziellen, kulturellen, wissenschaftlichen und touristischen Beziehungen zwischen dem Entsendestaat und dem Empfangsstaat beizutragen;

d. die Entwicklung freundschaftlicher Beziehungen zwischen dem Entsendestaat und dem Empfangsstaat in anderer Weise zu fördern;

e. sich mit allen rechtmäßigen Mitteln über Verhältnisse und Entwicklungen des politischen, ökonomischen, kommerziellen, kulturellen und wissenschaftlichen Lebens des Empfangsstaates zu informieren und darüber an die Regierung des Entsendestaates zu berichten.

Artikel 25

Wahrnehmung konsularischer Funktionen

(1) Eine konsularische Amtsperson ist berechtigt, in Übereinstimmung mit den ihr vom Entsendestaat übertragenen Befugnissen die in diesem Vertrag vorgesehenen Funktionen auszuüben. Sie kann auch andere konsularische Funktionen ausüben, mit denen sie vom Entsendestaat beauftragt wurde, sofern dies nicht den Gesetzen des Empfangsstaates widerspricht oder der Empfangsstaat keine Einwände dagegen erhebt.

(2) Eine konsularische Amtsperson ist nur in ihrem Konsularbezirk berechtigt, konsularische Funktionen auszuüben. Eine konsularische Amtsperson ist zur Ausübung konsularischer Funktionen außerhalb ihres Konsularbezirks nur berechtigt, wenn der Empfangsstaat dem vorher in jedem Einzelfall zugestimmt hat.

(3) Eine konsularische Amtsperson kann sich in Ausübung ihrer konsularischen Funktionen mündlich oder schriftlich wenden

a. an die zuständigen Organe im Konsularbezirk und

b. an die zuständigen zentralen Organe des Empfangsstaates, soweit die Gesetze und Gepflogenheiten des Empfangsstaates das zulassen.

(4) Der Entsendestaat kann mit Zustimmung des Empfangsstaates konsularische Funktionen für einen dritten Staat im Empfangsstaat ausüben.

(5) Ein Konsulat ist berechtigt, im Empfangsstaat Konsulargebühren in Übereinstimmung mit den Gesetzen des Entsendestaates zu erheben. Konsulargebühren sind im Empfangsstaat von allen Steuern und Abgaben befreit.

Artikel 26

Vertretung vor den Organen des Empfangsstaates

(1) Eine konsularische Amtsperson ist berechtigt, in Übereinstimmung mit den Gesetzen des Empfangsstaates geeignete Maßnahmen zum Schutz der Rechte und Interessen der Staatsbürger oder juristischen Personen des Entsendestaates vor den Gerichten und anderen Organen des Empfangsstaates zu ergreifen, wenn diese wegen Abwesenheit oder aus anderen Gründen nicht in der Lage sind, ihre Rechte und Interessen zum gegebenen Zeitpunkt selbst wahrzunehmen.

(2) Die in Absatz 1 genannten Maßnahmen werden eingestellt, sobald der Staatsbürger oder die juristische Person einen Vertreter bestimmt oder diese Rechte und Interessen selbst wahrnimmt.

(3) Die Bestimmungen dieses Artikels ermächtigen eine konsularische Amtsperson nicht, als Rechtsanwalt zu handeln.

Artikel 27

Funktionen in Staatsbürgerschaftsangelegenheiten

Eine konsularische Amtsperson hat das Recht,

a. Staatsbürger des Entsendestaates zu registrieren;

b. in Staatsbürgerschaftsangelegenheiten entsprechend den Gesetzen des Entsendestaates Anträge entgegenzunehmen und Dokumente auszustellen und auszuhändigen.

Artikel 28

Funktionen in bezug auf Reisedokumente

Eine konsularische Amtsperson hat das Recht,

a. für Staatsbürger des Entsendestaates Pässe oder andere Reisedokumente auszustellen, zu verlängern, ungültig zu machen, andere Veränderungen vorzunehmen und einzuziehen;

b. Visa zu erteilen oder Dokumente auszustellen, die der betreffenden Person die Einreise in oder Durchreise durch den Entsendestaat gestatten.

Artikel 29

Funktionen in Personenstandsangelegenheiten

(1) Eine konsularische Amtsperson hat das Recht,

a. Geburten- und Sterberegister von Staatsbürgern des Entsendestaates zu führen sowie Mitteilungen und Dokumente über Geburten und Sterbefälle entgegenzunehmen;

b. Anträge und Erklärungen zum Personenstand von Staatsbürgern des Entsendestaates entgegenzunehmen.

(2) Die Bestimmungen in Absatz 1 befreien die betreffenden Personen nicht von den sich aus den entsprechenden Gesetzen des Empfangsstaates ergebenden Verpflichtungen.

Artikel 30

Notarielle Funktionen

Eine konsularische Amtsperson hat in Übereinstimmung mit der ihr vom Entsendestaat übertragenen Befugnis das Recht,

a. Erklärungen sowie testamentarische Verfügungen von Staatsbürgern des Entsendestaates entgegenzunehmen, zu beurkunden oder zu beglaubigen und entsprechende Dokumente auszustellen;

b. Verträge zwischen Staatsbürgern des Entsendestaates sowie Dokumente über einseitige Rechtshandlungen von Staatsbürgern des Entsendestaates zu beurkunden oder zu beglaubigen, sofern dadurch Rechte an im Empfangsstaat befindlichen Grundstücken und Gebäuden nicht begründet, übertragen oder aufgehoben werden;

c. Unterschriften von Staatsbürgern des Entsendestaates auf Dokumenten, die zur Verwendung im Entsendestaat bestimmt sind, anzuerkennen und zu beglaubigen sowie Abschriften und Fotokopien von Schriftstücken und Dokumenten jeder Art und Auszüge daraus zu beglaubigen;

d. Dokumente und Urkunden, die von den zuständigen Organen des Empfangsstaates errichtet oder ausgestellt werden und zur Verwendung im Entsendestaat bestimmt sind, zu legalisieren;

e. Übersetzungen von Dokumenten, die von den Organen des Entsendestaates oder des Empfangsstaates ausgestellt wurden, zu beglaubigen;

f. andere notarielle Handlungen vorzunehmen, die ihr vom Entsendestaat übertragen werden, soweit dies nicht den Gesetzen des Empfangsstaates widerspricht.

Artikel 31

Rechtskraft von Urkunden und Dokumenten

Die in Artikel 30 genannten Urkunden und Dokumente, die von einer konsularischen Amtsperson des Entsendestaates beurkundet, beglaubigt oder legalisiert wurden, haben im Empfangsstaat die gleiche Gültigkeit und Wirksamkeit wie die Urkunden und Dokumente,

die von den zuständigen Organen des Empfangsstaates errichtet, ausgefertigt, beurkundet oder beglaubigt wurden, vorausgesetzt, daß sie den Gesetzen des Empfangsstaates nicht widersprechen.

Artikel 32

Zustellung von gerichtlichen und anderen Dokumenten

Eine konsularische Amtsperson ist berechtigt, in Übereinstimmung mit bestehenden völkerrechtlichen Verträgen, denen der Entsendestaat und der Empfangsstaat angehören, Staatsbürgern des Entsendestaates gerichtliche und andere Dokumente zu übermitteln oder, falls solche völkerrechtlichen Verträge nicht bestehen soweit, dies mit den Gesetzen des Empfangsstaates vereinbar ist.

Artikel 33

Verwahrung von Gegenständen

(1) Eine konsularische Amtsperson hat in Übereinstimmung mit den ihr vom Entsendestaat übertragenen Befugnissen, und sofern das nicht den Gesetzen des Empfangsstaates widerspricht, das Recht,

a. von Staatsbürgern des Entsendestaates Dokumente, Geld, Wertsachen und andere ihnen gehörende Gegenstände in Verwahrung zu nehmen;

b. Schriftstücke, Geld, Wertsachen und andere Gegenstände, die Staatsbürgern des Entsendestaates während ihres Aufenthaltes im Empfangsstaat abhanden gekommen sind, von den Organen des Empfangsstaates zur Übermittlung an die Eigentümer entgegenzunehmen.

(2) Die gemäß Absatz 1 Buchstabe a. in Verwahrung genommenen Gegenstände dürfen aus dem Empfangsstaat nur ausgeführt werden, wenn dies nicht im Widerspruch zu den Gesetzen des Empfangsstaates steht.

Artikel 34

Benachrichtigung über die Bestellung eines Vormundes oder Pflegers

(1) Die zuständigen Organe des Empfangsstaates benachrichtigen eine konsularische Amtsperson schriftlich über die Fälle, in denen es notwendig ist, einen Vormund oder Pfleger für einen nicht volljährigen oder handlungsunfähigen Staatsbürger des Entsendestaates zu bestellen oder einen Pfleger für einen Staatsbürger des Entsendestaates zu bestellen zum Zwecke der Verwaltung seines im Empfangsstaat befindlichen Vermögens, wenn dieses aus irgendeinem Grund nicht von diesem Staatsbürger verwaltet werden kann.

(2) Eine konsularische Amtsperson des Entsendestaates kann sich in den in Absatz 1 genannten Angelegenheiten an die zuständigen Organe des Empfangsstaates wenden und insbesondere geeignete Personen vorschlagen, die als Vormund oder Pfleger bestellt werden sollen.

Artikel 35

Information über den Tod eines Staatsbürgers des Entsendestaates

Die zuständigen Organe des Empfangsstaates informieren eine konsularische Amtsperson des Entsendestaates, sobald sie davon Kenntnis erhalten, unverzüglich über den Tod eines Staatsbürgers des Entsendestaates im Empfangsstaat und übersenden ihr auf Ersuchen eine Ausfertigung der Sterbeurkunde oder ein anderes entsprechendes Dokument über den Sterbefall.

Artikel 36

Information über den Nachlaß eines verstorbenen Staatsbürgers

Erhalten die zuständigen Organe des Empfangsstaates davon Kenntnis, daß

a. ein Nachlaßverfahren eröffnet wird über den Nachlaß eines im Empfangsstaat verstorbenen Staatsbürgers des Entsendestaates, der im Empfangsstaat keine zur Verwaltung oder Sicherung seines Nachlasses berechtigte Person hinterläßt und dort auch keinen Vertreter hat, oder

b. ein Nachlaßverfahren über einen von einer Person, unabhängig von deren Staatsbürgerschaft, im Empfangsstaat hinterlassenen Nachlaß eröffnet wird, auf den ein Staatsbürger des Entsendestaates, der keinen Wohnsitz im Empfangsstaat und dort auch keinen Vertreter hat, aufgrund einer testamentarischen Verfügung oder der Gesetze des Empfangsstaates einen Anspruch haben kann,

so informieren sie darüber so bald wie möglich eine konsularische Amtsperson des Entsendestaates.

Artikel 37

Funktionen in Nachlaßangelegenheiten

Eine konsularische Amtsperson ist berechtigt, in den in Artikel 36 genannten Nachlaßangelegenheiten, soweit es die Gesetze des Empfangsstaates zulassen,

a. die zuständigen Organe des Empfangsstaates zu ersuchen, Maßnahmen zur Sicherung, Erhaltung und Verwaltung des Nachlasses zu treffen;

b. bei der Durchführung der in Buchstabe a. genannten Maßnahmen anwesend zu sein oder in anderer Form daran teilzunehmen;

c. für die Vertretung eines Staatsbürgers des Entsendestaates zu sorgen, der ein berechtigtes Interesse am Nachlaß hat, im Empfangsstaat nicht anwesend ist und dort auch keinen Vertreter hat.

Artikel 38

Zeitweilige Verwahrung und Rückerstattung
von Geldmitteln und persönlichen Gegenständen
verstorbener Staatsbürger des Entsendestaates

(1) Verstirbt ein Staatsbürger des Entsendestaates während seines zeitweiligen Aufenthaltes im Empfangsstaat oder während der Durchreise durch diesen Staat, sind die zuständigen Organe des Empfangsstaates verpflichtet, einer konsularischen Amtsperson des Entsendestaates die von diesem Staatsbürger mitgeführten Geldmittel und persönlichen Gegenstände zur zeitweiligen Verwahrung und Weiterleitung an eine anspruchsberechtigte Person unverzüglich zu übergeben. Diese Verpflichtung besteht insoweit, als es keine anspruchsberechtigte Person im Empfangsstaat gibt oder die Geldmittel und Gegenstände nicht von den zuständigen Organen des Empfangsstaates zur Klärung rechtlicher Sachverhalte einbehalten werden, vorausgesetzt, daß die zeitweilige Verwahrung einem gemäß den Gesetzen des Empfangsstaates ernannten Verwalter oder einer anderen bevollmächtigten Person übertragen wird.

(2) Der Empfangsstaat gestattet die Ausfuhr der in Absatz 1 genannten Geldmittel und persönlichen Gegenstände, mit Ausnahme von im Empfangsstaat erworbenen Geldmitteln und Gegenständen, deren Ausfuhr zum Zeitpunkt des Todesfalles nach den Gesetzen des Empfangsstaates verboten war.

Artikel 39

Verbindung mit Staatsbürgern des Entsendestaates

(1) Eine konsularische Amtsperson hat das Recht, in ihrem Konsularbezirk mit jedem Staatsbürger des Entsendestaates in Verbindung zu treten, sich mit ihm zu treffen, ihm jede Unterstützung zu gewähren, ihm Hilfe in von den Organen des Empfangsstaates behandelten Angelegenheiten zu leisten, ihm die Unterstützung eines Rechtsanwaltes und einen Dolmetscher zu vermitteln.

(2) Der Empfangsstaat schränkt in keiner Weise die Beziehungen zwischen einem Staatsbürger des Entsendestaates und einer konsularischen Amtsperson ein.

(3) Die Organe des Empfangsstaates werden einer konsularischen Amtsperson behilflich sein, Informationen über den Aufenthalt von Personen zu erhalten, die die Staatsbürgerschaft des Entsendestaates besitzen, damit sich die konsularische Amtsperson mit diesen Staatsbürgern in Verbindung setzen oder treffen kann.

(4) Die zuständigen Organe des Empfangsstaates benachrichtigen eine konsularische Amtsperson des Entsendestaates in jedem Fall über die vorläufige Festnahme, Verhaftung oder eine andere Art der Beschränkung der persönlichen Freiheit eines Staatsbürgers des Entsendestaates. Die Benachrichtigung soll unverzüglich, spätestens innerhalb von drei Kalendertagen nach dem Zeitpunkt erfolgen, an dem der Staatsbürger vorläufig festgenommen, verhaftet oder einer anderen Art der Beschränkung seiner persönlichen Freiheit unterworfen wurde. Die konsularische Amtsperson wird auf ihr Ersuchen über die Gründe der vorläufigen Festnahme, der Verhaftung oder der anderen Art der Beschränkung der persönlichen Freiheit des Staatsbürgers informiert.

(5) Eine konsularische Amtsperson ist berechtigt, einen Staatsbürger des Entsendestaates, der vorläufig festgenommen, verhaftet oder einer anderen Art der Beschränkung der persönlichen Freiheit unterworfen wurde, einschließlich eines Staatsbürgers, der sich in Untersuchungshaft befindet, oder der eine Freiheitsstrafe im Empfangsstaat verbüßt, zu besuchen, mit ihm in den Sprachen des Entsendestaates oder des Empfangsstaates zu sprechen und zu korrespondieren sowie Maßnahmen für seine juristische Vertretung zu treffen. Besuche werden sobald wie möglich, spätestens innerhalb von vier Kalendertagen nach dem Zeitpunkt gestattet, an dem der Bürger vorläufig festgenommen, verhaftet oder einer anderen Art der Beschränkung seiner persönlichen Freiheit unterworfen wurde. Die Besuche können periodisch erfolgen, wobei die Zeitabstände nicht länger als einen Monat betragen sollen.

(6) Die zuständigen Organe des Empfangsstaates informieren einen Staatsbürger des Entsendestaates, der einer Art der Beschränkung der persönlichen Freiheit unterworfen wurde, unverzüglich über alle ihm nach diesem Artikel gewährten Rechte, mit einer konsularischen Amtsperson Verbindung zu unterhalten.

(7) Eine konsularische Amtsperson ist berechtigt, von einem Staatsbürger des Entsendestaates, der einer Art der Beschränkung der persönlichen Freiheit unterworfen wurde, Post oder Mitteilungen zu erhalten und an ihn zu senden.

(8) Eine konsularische Amtsperson ist berechtigt, einem Staatsbürger des Entsendestaates, der einer Art der Beschränkung der persönlichen Freiheit unterworfen wurde, Pakete mit Gegenständen des persönlichen Bedarfs, wie Nahrungsmittel, Bekleidungsstücke, Lektüre und Schreibmaterial, in Übereinstimmung mit den Vorschriften der betreffenden Einrichtung zu übermitteln.

(9) Im Falle eines Verfahrens gegen einen Staatsbürger des Entsendestaates im Empfangsstaat wird die konsularische Amtsperson auf ihr Ersuchen von den zuständigen Organen über die gegen diesen Staatsbürger erhobene Beschuldigung informiert. Eine konsularische Amtsperson kann, vorbehaltlich gerichtlicher Verfahrensvorschriften des Empfangsstaates, während des Gerichtsverfahrens gegen einen Staatsbürger des Entsendestaates anwesend sein.

(10) Die in diesem Artikel genannten Rechte werden in Übereinstimmung mit den Gesetzen des Empfangsstaates unter der Bedingung ausgeübt, daß diese den Zweck dieser Rechte nicht aufheben.

(11) Die Bestimmungen dieses Artikels in bezug auf Staatsbürger des Entsendestaates gelten auch für Personen, die der Empfangsstaat ebenfalls als seine Staatsbürger betrachtet, wenn sie in den Empfangsstaat zum zeitweiligen Aufenthalt auf der Grundlage eines gültigen Passes oder eines anderen gültigen Reisedokumentes des Entsendestaates und eines gültigen Einreisevisums oder eines anderen zur Einreise berechtigenden Dokumentes des

Empfangsstaates eingereist sind. Die Bestimmungen dieses Artikels bleiben für solche Personen auch gültig, wenn die zeitweilige Aufenthaltsberechtigung infolge von Gerichts- oder Verwaltungsverfahren, die die rechtzeitige Ausreise aus dem Empfangsstaat verhinderten, abgelaufen ist. Die Ausreise solcher Personen aus dem Empfangsstaat kann erfolgen, wenn das vom Entsendestaat ausgestellte Reisedokument gültig ist und durch den Empfangsstaat ein Visum zur Ausreise erteilt wurde, wie es normalerweise für Staatsbürger des Entsendestaates erforderlich ist, die sich zu einem zeitweiligen Aufenthalt im Empfangsstaat befinden.

Artikel 40

Hilfeleistung für Schiffe

(1) Eine konsularische Amtsperson hat das Recht, einem Schiff des Entsendestaates in einem Hafen oder an einem anderen Ankerplatz, in den inneren Seegewässern, in den Territorial- oder Binnengewässern des Empfangsstaates jede Unterstützung und Hilfe zu leisten.

(2) Eine konsularische Amtsperson kann sich an Bord eines Schiffes des Entsendestaates begeben, sobald es die Erlaubnis zum Verkehr mit dem Land erhalten hat. Mit Zustimmung der zuständigen Organe des Empfangsstaates kann die konsularische Amtsperson dabei von Angehörigen des Konsulats begleitet werden.

(3) Der Kapitän und die Besatzungsmitglieder haben in Übereinstimmung mit den Gesetzen des Empfangsstaates unter besonderer Beachtung der Hafenbestimmungen und der Bestimmungen über die Ein- und Ausreise das Recht, sich mit einer konsularischen Amtsperson zu treffen, mit ihr in Verbindung zu treten und das Konsulat zu besuchen.

(4) Eine konsularische Amtsperson kann sich in Ausübung ihrer Funktionen in allen Fragen hinsichtlich eines Schiffes des Ent-

sendestaates, des Kapitäns, der Besatzungsmitglieder, der Passagiere und der Ladung an die zuständigen Organe des Empfangsstaates wenden und um Hilfe ersuchen.

Artikel 41

Hilfeleistung für Kapitän und Besatzung

(1) Eine konsularische Amtsperson hat unbeschadet der Rechte der Organe des Empfangsstaates das Recht,

a. alle an Bord eines Schiffes des Entsendestaates eingetretenen Vorkommnisse zu untersuchen und den Kapitän und die Besatzungsmitglieder darüber zu befragen, die Schiffsdokumente zu überprüfen, Informationen über die Reiseroute und das Ziel des Schiffes entgegenzunehmen sowie das Ein- und Auslaufen und den Aufenthalt des Schiffes im Hafen zu unterstützen;

b. alle Streitfragen zwischen dem Kapitän und einem Besatzungsmitglied, einschließlich der Streitfragen über den Lohn und den Heuervertrag, zu klären, sofern das in den Gesetzen des Entsendestaates vorgesehen ist und den Gesetzen des Empfangsstaates nicht widerspricht;

c. Maßnahmen zur An- und Abmusterung des Kapitäns oder eines Besatzungsmitgliedes zu treffen;

d. Maßnahmen zur medizinischen Behandlung des Kapitäns, eines Besatzungsmitgliedes oder eines Passagieres des Schiffes zu treffen oder deren Rückführung in den Entsendestaat zu veranlassen;

e. jede Erklärung und jedes andere Dokument, das vom Entsendestaat im Zusammenhang mit Schiffen des Entsendestaates und ihrer Ladung vorgeschrieben ist, entgegenzunehmen, auszustellen, zu beglaubigen oder zu verlängern;

f. andere Schritte zu unternehmen, um die Gesetze des Entsendestaates auf dem Gebiet der Handelsschiffahrt zu verwirklichen, sofern dies nicht den Gesetzen des Empfangsstaates widerspricht.

(2) Eine konsularische Amtsperson hat das Recht, in Übereinstimmung mit den Gesetzen des Empfangsstaates gemeinsam mit dem Kapitän oder einem Besatzungsmitglied vor den Gerichten und anderen Organen des Empfangsstaates aufzutreten, um ihnen Hilfe zu erweisen.

Artikel 42

Schutz der Interessen bei Untersuchungen an Bord eines Schiffes

(1) Beabsichtigen die Gerichte oder andere zuständige Organe des Empfangsstaates, Zwangsmaßnahmen oder eine Untersuchung an Bord eines Schiffes des Entsendestaates, das sich in den inneren Seegewässern, in den Territorial- oder Binnengewässern des Empfangsstaates befindet, durchzuführen, so ist die konsularische Amtsperson durch die zuständigen Organe des Empfangsstaates vorher zu verständigen, damit sie bei der Durchführung dieser Handlungen anwesend sein kann. Ist die konsularische Amtsperson bei der Durchführung dieser Handlungen nicht anwesend, geben ihr die zuständigen Organe des Empfangsstaates darüber auf Ersuchen eine schriftliche Information. Läßt die Dringlichkeit der durchzuführenden Maßnahmen eine vorherige Benachrichtigung der konsularischen Amtsperson nicht zu, so informieren die zuständigen Organe des Empfangsstaates die konsularische Amtsperson schriftlich über die Vorkommnisse und über die durchgeführten Handlungen, ohne daß die konsularische Amtsperson darum ersucht.

(2) Die Bestimmungen in Absatz 1 finden auch dann Anwendung, wenn der Kapitän oder Besatzungsmitglieder in Angelegenheiten, die das Schiff des Entsendestaates betreffen, durch die zuständigen Organe des Empfangsstaates an Land vernommen werden sollen.

(3) Die Gerichte oder andere zuständige Organe des Empfangsstaates greifen ohne Ersuchen oder Zustimmung einer konsularischen Amtsperson oder des Kapitäns eines Schiffes des Entsendestaates an Bord eines Schiffes des Entsendestaates nicht in die inneren Angelegenheiten des Schiffes ein im Zusammenhang mit den Beziehungen zwischen den Besatzungsmitgliedern, den arbeitsrechtlichen Beziehungen, der Disziplin an Bord und anderen internen Angelegenheiten des Schiffes, sofern die Gesetze des Empfangsstaates in bezug auf die Ordnung und Sicherheit des Empfangsstaates nicht verletzt werden.

(4) Die Bestimmungen dieses Artikels finden keine Anwendung bei üblichen Zoll-, Paß- und Hygienekontrollen sowie bei anderen Maßnahmen, die auf Ersuchen oder mit Zustimmung des Kapitäns des Schiffes von den zuständigen Organen des Empfangsstaates ergriffen werden. Sie finden auch keine Anwendung bei Maßnahmen, die gemäß den zwischen dem Entsendestaat und dem Empfangsstaat geltenden völkerrechtlichen Verträgen in bezug auf die Rettung von Menschenleben auf See und die Verhinderung von Meeresverschmutzung getroffen werden.

Artikel 43

Hilfeleistung bei Havarien von Schiffen

(1) Die zuständigen Organe des Empfangsstaates setzen eine konsularische Amtsperson so bald wie möglich davon in Kenntnis, wenn ein Schiff des Entsendestaates Schiffbruch erleidet, strandet oder eine andere Havarie in einem Hafen, den inneren Seegewässern, den Territorial- oder Binnengewässern des Empfangsstaates hat und benachrichtigen sie über die Maßnahmen, die zur Rettung von Besatzung und Passagieren und zur Bergung von Schiff und Ladung getroffen wurden.

(2) Eine konsularische Amtsperson kann dem Schiff des Entsendestaates, der Besatzung und den Passagieren jegliche Hilfe erweisen

sowie Maßnahmen zur Sicherstellung der Ladung und zur Reparatur des Schiffes treffen. Sie kann auch die zuständigen Organe des Empfangsstaates ersuchen, solche Maßnahmen zu ergreifen.

(3) Ist der Eigentümer des Schiffes des Entsendestaates, der Kapitän oder eine andere bevollmächtigte Person nicht in der Lage, die zur Sicherung, Bergung oder Verfügung über das Schiff und seine Ladung notwendigen Maßnahmen zu ergreifen, so kann eine konsularische Amtsperson des Entsendestaates im Namen des Eigentümers des Schiffes die Maßnahmen ergreifen, die der Eigentümer des Schiffes oder der Ladung selbst hätte veranlassen können.

(4) Die Bestimmungen in Absatz 1 bis 3 gelten auch für Gegenstände, die Eigentum eines Staatsbürgers des Entsendestaates sind und sich an Bord eines Schiffes des Entsendestaates oder eines dritten Staates befanden und an der Küste oder in den Gewässern des Empfangsstaates als Strandgut gefunden oder einem Hafen dieses Staates zugestellt wurden.

(5) Die zuständigen Organe des Empfangsstaates erweisen einer konsularischen Amtsperson bei den von ihr zu ergreifenden Maßnahmen, die mit der Havarie eines Schiffes des Entsendestaates im Zusammenhang stehen, jede notwendige Unterstützung.

(6) Ein havariertes Schiff des Entsendestaates, seine Ladung und Vorräte sind im Empfangsstaat von Zöllen, Gebühren und Abgaben befreit, wenn sie nicht zur Verwendung im Empfangsstaat verbleiben.

Artikel 44

Funktionen in bezug auf Luftfahrzeuge

Die Artikel 40 bis 43 dieses Vertrages werden sinngemäß auf zivile Luftfahrzeuge angewendet, vorausgesetzt, daß dies nicht in Widerspruch zu den zwischen dem Entsendestaat und dem Empfangsstaat geltenden völkerrechtlichen Verträgen steht.

Teil V

Allgemeine und Schlußbestimmungen

Artikel 45

Einhaltung der Gesetze des Empfangsstaates

(1) Alle Personen, die nach diesem Vertrag Rechte, Erleichterungen, Privilegien und Immunitäten genießen, sind unbeschadet derselben verpflichtet, die Gesetze und Gepflogenheiten des Empfangsstaates, einschließlich der Verkehrsbestimmungen, einzuhalten und sich nicht in die inneren Angelegenheiten des Empfangsstaates einzumischen.

(2) Die Konsularräumlichkeiten dürfen nicht zu Zwecken genutzt werden, die mit den Aufgaben und dem Charakter des Konsulats unvereinbar sind.

(3) Eine konsularische Amtsperson oder ein Konsularangestellter, der Staatsbürger des Entsendestaates ist, darf im Empfangsstaat außer seiner dienstlichen Tätigkeit keine andere Erwerbstätigkeit ausüben.

(4) Der Entsendestaat und die Angehörigen des Konsulats sowie ihre Familienangehörigen, sofern sie nicht Staatsbürger des Empfangsstaates sind oder ihren Wohnsitz nicht im Empfangsstaat haben, versichern ihnen gehörende oder in ihrem Besitz befindliche Fahrzeuge so ausreichend, daß sie im Falle von Zivilklagen durch Dritte geschützt sind.

Artikel 46

Wahrnehmung der konsularischen Funktionen
durch die diplomatische Mission

(1) Die Bestimmungen dieses Vertrages über konsularische Funktionen, Rechte, Erleichterungen, Privilegien und Immunitäten gelten auch für die Wahrnehmung konsularischer Funktionen durch die diplomatische Mission.

(2) Die Namen der Mitglieder des diplomatischen Personals der diplomatischen Mission, die mit der Wahrnehmung konsularischer Funktionen betraut werden, sind dem Empfangsstaat auf diplomatischem Weg mitzuteilen.

(3) Die Mitglieder des diplomatischen Personals der diplomatischen Mission, die in Absatz 2 bezeichnet sind, genießen weiter die Privilegien und Immunitäten, die ihnen auf Grund ihres diplomatischen Status zustehen.

Artikel 47

Ratifikation, Inkrafttreten, Gültigkeitsdauer des Vertrages

(1) Dieser Vertrag bedarf der Ratifikation. Er tritt am 30. Tag nach Austausch der Ratifikationsurkunden, der in Washington erfolgt, in Kraft.

(2) Dieser Vertrag behält seine Gültigkeit bis zum Ablauf von sechs Monaten nach dem Tag, an dem ihn eine der Vertragschließenden Seiten schriftlich auf diplomatischem Weg kündigt.

Zu Urkund dessen haben die Bevollmächtigten der Vertragschließenden Seiten diesen Vertrag unterzeichnet und gesiegelt.

Geschehen in Berlin am 4 September 1979 in zwei Exemplaren, jedes in englischer und deutscher Sprache, wobei beide Texte gleichermaßen gültig sind.

Für die
Vereinigten Staaten von
Amerika

Für die
Deutsche Demokratische
Republik

[EXCHANGE OF LETTERS]

Berlin, den 4. September 1979

Seine Exzellenz
Herrn David B. Bolen
Botschafter der Vereinigten
Staaten von Amerika

Exzellenz!

Ich habe die Ehre, auf den am heutigen Tage zwischen der Deutschen Demokratischen Republik und den Vereinigten Staaten von Amerika unterzeichneten Konsularvertrag Bezug zu nehmen, und bin bevollmächtigt, dazu folgende Vereinbarung zu bestätigen:

"Auf der Grundlage der allgemein anerkannten Prinzipien des Völkerrechts, darunter des souveränen Rechts jedes Staates, die Bedingungen des Erwerbs, Besitzes oder Verlustes seiner Staatsbürgerschaft zu bestimmen, sind beide Vertragspartner übereingekommen, daß in bezug auf die Erfüllung von Artikel 39 des heute unterzeichneten Konsularvertrages konsularische Amtspersonen des jeweiligen Entsendestaates das Recht des Zugangs zu jenen Personen im jeweiligen Empfangsstaat haben, die Staatsbürger des jeweiligen Entsendestaates sind."

Ich schlage vor, daß dieser Brief und Ihre schriftliche Bestätigung eine Vereinbarung zwischen unseren beiden Regierungen darstellen.

Genehmigen Sie, Exzellenz, den Ausdruck meiner vorzüglichen Hochachtung.

Kurt Nier

Stellvertreter des Ministers
für Auswärtige Angelegenheiten
der Deutschen Demokratischen
Republik

English Text of the German Letter

Berlin, September 4, 1979

His Excellency David B. Bolen
Ambassador of the United States of America

Excellency:

I have the honour to refer to the Consular Convention between the German Democratic Republic and the United States of America signed today, and I am authorized to confirm the following understanding in this connection:

"On the basis of the generally accepted principles of international law, among which is the sovereign right of each state to determine the conditions under which its citizenship is acquired, maintained or lost, the two Contracting Parties agree that, with regard to the implementation of Article 39 of the Consular Convention signed today, consular officers of the respective sending state have the right of access to those persons in the respective receiving state who are citizens of the respective sending state."

I propose that this letter and your written confirmation constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my high consideration.

Kurt Nier

Deputy Minister of Foreign Affairs
of the German Democratic Republic

Berlin

September 4, 1979

His Excellency Kurt Nier
Deputy Minister of Foreign Affairs of the
German Democratic Republic

Excellency:

I confirm the receipt of your letter of September 4, 1979, which reads as follows:

"I have the honor to refer to the Consular Convention between the German Democratic Republic and the United States of America signed today, and I am authorized to confirm the following understanding in this connection:

'On the basis of the generally accepted principles of international law, among which is the sovereign right of each state to determine the conditions under which its citizenship is acquired, maintained or lost, the two contracting parties agree that, with regard to the implementation of article 39 of the consular convention signed today, consular officers of the respective sending state have the right of access to those persons in the respective receiving state who are citizens of the respective sending state.'

I propose that this letter and your written confirmation constitute an agreement between our two Governments."

I am authorized to declare that your letter and this reply constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my high consideration.

David B. Bolen
Ambassador
of the United States of America

73-634 - 88 - 26

German Text of the U.S. Letter

Berlin, den 4. September 1979

Seine Exzellenz
Herrn Kurt Nier
Stellvertreter des Ministers für
Auswärtige Angelegenheiten der
Deutschen Demokratischen Republik

Exzellenz!

Ich bestätige den Erhalt Ihres Briefes vom 4. September 1979, der wie folgt lautet:

"Ich habe die Ehre, auf den am heutigen Tage zwischen der Deutschen Demokratischen Republik und den Vereinigten Staaten von Amerika unterzeichneten Konsularvertrag Bezug zu nehmen, und bin bevollmächtigt, dazu folgende Vereinbarung zu bestätigen:

'Auf der Grundlage der allgemein anerkannten Prinzipien des Völkerrechts, darunter des souveränen Rechts jedes Staates, die Bedingungen des Erwerbs, Besitzes oder Verlustes seiner Staatsbürgerschaft zu bestimmen, sind beide Vertragspartner übereingekommen, daß in bezug auf die Erfüllung von Artikel 39 des heute unterzeichneten Konsularvertrages konsularische Amtspersonen des jeweiligen Entsendestaates das Recht des Zugangs zu jenen Personen im jeweiligen Empfangsstaat haben, die Staatsbürger des jeweiligen Entsendestaates sind'.

Ich schlage vor, daß dieser Brief und Ihre schriftliche Bestätigung eine Vereinbarung zwischen unseren beiden Regierungen darstellen".

Ich bin ermächtigt zu erklären, daß Ihr Brief und diese Antwort eine Vereinbarung zwischen unseren beiden Regierungen darstellen.

Genehmigen Sie, Exzellenz, den Ausdruck meiner vorzüglichen Hochachtung.

David B. Bolen
Botschafter
der Vereinigten Staaten von Amerika

NIGERIA

Agriculture: Soil Survey

Agreement signed at Lagos September 22, 1980;
Entered into force August 1, 1981.

AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE

AND THE

NIGERIAN MINISTRY OF AGRICULTURE

FOR THE PROVISION OF TECHNICAL SERVICES
IN THE PREPARATION OF
A COMPREHENSIVE SOIL SURVEY OF NIGERIA

1. PURPOSE: The purpose of this agreement is to clarify the objectives, define areas of responsibility, determine costs, establish the financial management role and effect implementation, on an advance-of-funds basis, of the Comprehensive Soil Survey of Nigeria.

Pursuant to Section 607 of the Foreign Assistance Act,[1] the designated agency responsible for the financial management role of this agreement for the U.S. implementation activities will be the United States Department of Agriculture, hereinafter referred to as USDA.

2. OBJECTIVES: To assist in the implementation of the Comprehensive Soil Survey of Nigeria, through the provision of the services of four technicians from the USDA National Cooperative Soil Survey.

3. RESPONSIBILITIES: To accomplish the above, the USDA and the Nigerian Ministry of Agriculture agree to accept the following responsibilities:

a. United States Department of Agriculture

(1) To assume the financial management role of this agreement.

(2) To select and provide the services of the following four technicians:

3 Soil Surveyors-Soil Correlators, 2 years each	6 manyears
1 Cartographer, 2 years	2 manyears

These individuals are to be qualified to conduct fieldwork in conjunction with Nigerian technicians, in order to provide the skills for production of a Comprehensive Soil Survey of Nigeria.

b. Nigerian Ministry of Agriculture

(1) To remit to the designated agency, USDA, in dollars, the costs of the subject technical assistance, the amounts of which are estimated in Appendix A. Such payment is to be made on an annual basis in an amount mutually agreed upon, in advance of the services rendered. As an alternative, the Nigerian Ministry of Agriculture may arrange with a U. S. bank for the issuance of an irrevocable letter of credit authorizing payment to USDA in advance of anticipated needs provided that the terms and conditions of the letter of credit regarding payment are mutually agreeable.

(2) To provide the subject technicians with appropriate housing for themselves and their families, in their stations of assignment, and with free entry and exit of their household effects. The housing provided is to include utilities, household appliances (including air conditioners in each occupied

[1] 75 Stat. 441; 22 U.S.C. § 2357.

room, automatic washer, dryer, refrigerator, stove, and miscellaneous appliances), furniture, and upkeep and maintenance on the structure and equipment.

(3) To provide the subject technicians with the equipment, vehicles and office space necessary for their work, and with the counterparts appropriate to efficient continuing operation of the Comprehensive Soil Survey. The equipment involved is to remain the property of the Nigerian Ministry of Agriculture. Any equipment provided by the USDA is to be accorded duty-free entry and exit.

(4) To provide the subject technicians with the necessary resident and multiple-entry immigration documentation, and to assure them immunity from Nigerian taxes.

(5) To guarantee the payment of costs for additional technical assistance as may be found necessary by mutual agreement. In no case will this additional cost exceed actual USDA expenses.

(6) To provide drivers' licenses to all employees and eligible dependents holding a valid U.S. drivers' license.

(7) Whereas the employees of USDA assigned to Nigeria under this Agreement are Officials of the United States Government, the Ministry recognizes that the Embassy of the United States of America in Lagos shall act on behalf of USDA in administering appropriate provisions of this Agreement.

(8) All Nigerian documents relating to personal identification, such as residence and work permits, shall identify the employees as Officials of the United States Government.

(9) To provide secretarial, interpreter and translator services as needed.

(11) To provide other related support as may be necessary or appropriate for USDA employees to conduct their duties under the terms of the Agreement.

To the extent that the foregoing services are not made available by the Ministry or other Government of Nigeria agencies, the account or the letter of credit shall be increased and used by USDA to procure such services.

4. PRIVILEGES: American employees of the USDA and employees of establishments and corporations under contract to the USDA who are personnel: (a) assigned to perform services under this Agreement, or (b) assigned to provide support for such personnel shall be accorded exemptions designated under the Government of Nigeria legislation. Furthermore, the Ministry of Agriculture agrees that the cost of this contract does not include any Nigerian taxes and in the event that Nigerian taxes or fees are levied, the Ministry will accept the liability of payment of such taxes or fees. All salaries shall be net of Nigerian taxes.

5. REPORTS: The USDA shall prepare and submit to the Ministry of Agriculture for each six (6) months a report summarizing the status of the technical assistance provided, and shall stipulate cumulative expenditures. Promptly following the last expenditure from the advance dollar fund or letter of credit, the USDA will submit a final statement setting forth all cumulative expenditures and will return any balance in the fund remaining after such last expenditure.

6. COMPENSATION OF USDA PERSONNEL ASSIGNED TO THE PROGRAM IN NIGERIA: The compensation of all USDA personnel assigned to Nigeria under this Program, including those under contract to USDA, will be paid from the account on the basis of actual costs from the date of assignment to the date of separation.

a. The compensation of each employee shall include his salary or fee, personal benefits, post differential, and education and other allowances in accordance with applicable United States statutes and U.S. standardized regulations for Government civilians in foreign areas. However, for short-term employees, assigned to the Program for less than one year, the housing compensation shall include only adequate hotel or other similar quarters.

b. Other expenses consistent with applicable U.S. statutes and regulations shall be paid from the account and shall include, but not necessarily be limited to, the following:

(1) The cost of transportation and travel expenses of each employee and, for long-term employees, of his eligible dependents, from point of hire to Nigeria, and upon completion or suspension of his assignment, either to the United States or point of hire.

(2) For long-term employees, the cost of transportation and/or storage of household and personal effects (including one automobile for each employee's personal use) of the employee and his dependents from point of hire to Nigeria and, upon completion or suspension of his assignment, either to the United States or point of hire. By mutual agreement between the USDA and the Ministry, an automobile may be provided in Nigeria rather than transporting one to and from Nigeria.

(3) The cost of evacuation in the event of emergency termination, authorized emergency (compassionate) leave, or for medical reasons.

(4) The cost of supervisory or consultation visits by USDA personnel.

(5) Title to equipment purchased for the purpose of implementing this Agreement shall be acquired by USDA in trust for the Ministry and shall transfer in full to the Ministry when USDA determines that this property is no longer needed for any activity undertaken by USDA pursuant to the terms of this Agreement, or in any event upon termination of this Agreement.

7. FORCE MAJEUR: If any party to this Agreement is rendered unable because of force majeur to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of such inability. The term "force majeur" means acts of God, acts of public enemy, war, civil disturbance, and other similar events not caused by nor within the control of the parties.

During the period of suspension of performance caused by force majeur, USDA may continue to pay normal costs of maintaining project personnel in Nigeria from funds advanced to the United States by the Government of Nigeria. In the event of suspension of a party's duties because of force majeur, the parties shall consult and endeavor jointly to resolve any attendant difficulties.

8. ESTIMATED COSTS

a. The cost of services as outlined in the budgets for any agreed upon Activity or Project Implementation Plan excludes any Government of Nigeria or local taxes and assessments which might otherwise be applicable.

b. USDA may, within the total of the approved budget, transfer funds between line items as necessary.

c. In no event shall USDA be obliged to perform services under this Agreement for which funds have not been provided by the Ministry.

9. EFFECTIVE DATE: This Agreement shall become effective after signature by representatives of the parties and after the deposit by the Ministry in the account of the initial annual sum agreed upon or the issuance of an irrevocable letter of credit,[1] and shall remain in effect during the life of the project.

10. AMENDMENT, EXTENSION OR TERMINATION

a. This Agreement may be amended or extended by mutual agreement in writing.

b. This Agreement may be terminated by any party notifying in writing the other 90 days in advance.

11. RESOLUTION OF DIFFICULTIES: The USDA and the Ministry shall consult upon request of either party regarding any matter relating to the terms of this Agreement and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise. It is agreed that no claim will be brought against the USDA or its employees that may arise as a result of the technical services furnished under this Agreement. It is further agreed that USDA shall be held harmless against any and all claims that may arise as a result of the technical services furnished under this Agreement, unless resulting from willful and reckless misconduct on the part of the Government or its employees.

Done at Lagos, the 22nd day of September, 1980.

SIGNED BY

[2]

FOR THE MINISTRY OF AGRICULTURE,
GOVERNMENT OF NIGERIA

[3]

FOR THE DEPARTMENT OF AGRICULTURE,
UNITED STATES OF AMERICA

[1] Aug. 1, 1981.
[2] Alhaji M. Liman.
[3] Quentin M. West.

APPENDIX A - USDA COSTS ESTIMATION
(Whole Project)

Principal Soil Surveyor-Soil Correlator - 2 manyears		
GS-14/1 - Annual Salary ($34,713)	$ 69,426	
Benefits (9.5%)	6,596	
Leave (18.5%)	14,064	
Differential (25%)	17,356	
Travel (1 round trip family of 4, 4 round trips)	6,000	
Educational Benefits (2 children)	40,000	
Shipping (HHE, POV)	9,000	
COLA (20%)	13,885	
R&R	3,000	
Transfer Allowance	1,000	
		$180,327
2 Soil Surveyors-Soil Correlators - 4 manyears		
GS-13/1 - Annual Salary ($29,375)	$117,500	
Benefits (9.5%)	11,163	
Leave (18.5%)	23,803	
Differential (25%)	29,375	
Travel (1 round trip family of 4, 8 round trips)	12,000	
Educational Benefits (4 children)	80,000	
Shipping (HHE, POV)	18,000	
COLA (20%)	23,500	
R&R	6,000	
Transfer Allowance	2,000	
		$323,341
1 Cartographer - 2 manyears		
GS-13/1 - Annual Salary ($29,375)	$ 58,750	
Benefits (9.5%)	5,581	
Leave (18.5%)	11,901	
Differential (25%)	14,688	
Travel (1 round trip family of 4, 4 round trips)	6,000	
Educational Benefits (1 child)	20,000	
Shipping (HHE, POV)	9,000	
COLA (20%)	11,750	
R&R	3,000	
Transfer Allowance	1,000	
		$141,670
Program Support - 1 manmonth		
GS-13/5 - Annual Salary ($33,291)	$ 2,775	
Benefits (9.5%)	264	
Leave (18.5%)	563	
Travel (2 round trips)	3,000	
Per Diem in Nigeria	4,500	
		$ 11,102

APPENDIX A - CONTINUED

	SUBTOTAL	$656,440
Contingencies - Including Pay Raises (20%)		131,288
Administrative Costs (25%)		196,932
	TOTAL	$984,660

These costs are illustrative, based on prior experience. In all cases, the Government of Nigeria will be billed for actual expenditures and administrative costs.

INDONESIA

Agricultural Commodities

Agreement signed at Jakarta December 2, 1980;
Entered into force December 2, 1980.
With agreed minutes
Signed at Jakarta December 3, 1980.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Indonesia,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Indonesia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may requires, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimbure the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on same anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, DC 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodites financed under this agreement, to be applied to the economic development purposes set forth in Part II of the agreement, shall be not less than the local currency equivalent of the dollar disbursement of the Government of the exporting country in connection with financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate fo exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patters of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in the agreement as friendly countries). In implementing this provision the Government of the importing country shall;

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirement for each import period shall be in addition to purchases financed under this agreement.

2. Take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment of use is specifically approved by the Government of the United States of America).

4. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. The following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. A statement by it showing the progress made toward fulfilling the usual marketing requirements.

3. A statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. Statistical data on imports by country of origin and exports by country of destination, of commodities which are the same or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. Delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. Import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and

3. Utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exhange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agents, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirement of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric tons and Bales	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (grain equivalent basis)	1981	50,000	$10.00
Rice	1981	86,000	$40.00
Total			$50.00

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

(1) Initial Payment - ten (10) percent.

(2) Currency Use Payment - ten (10) percent for section 104 (A) purposes.

(3) Number of installment payments - twenty-eight (28)

(4) Amount of each installment payment - approximately equal annual amounts.

(5) Due date of the first installment payment - eight (8) years after the date of the last delivery of commodities in each calendar year.

(6) Initial interest rate - two (2) percent.

(7) Continuing interest rate - three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (grain equivalent basis)	1981	800,000
Rice	1981	865,000

Item IV. Export Limitation

(A) Export Limitation Period:

The export limitation period shall be the United States fiscal year 1981 or any subsequent U.S. fiscal year in which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which Export Limitation Apply:

For the purposes of PART I, ARTICLE III A (4) of this agreement the commodities which may not be exported are: for wheat/wheat flour - wheat/wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name) and for rice - rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

The Government of the Republic of Indonesia agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(A) Continue efforts to achieve progress in agricultural production through:

(1) Agricultural Research oriented towards:

(a) Improving tillage, irrigation and water use practices;
(b) Use and production of improved seeds
(c) Better use of fertilizers, insecticides and herbicides;
(d) Increasing profitability and production of corn and legumes, especially in multiple cropping programs; and
(e) Improving rice threshing techniques to minimize losses in the quality of threshed grain.

(2) Making agricultural inputs more readily available to the smallholders by:

(a) Increasing the production, and improving the distribution of improved seed varieties;
(b) Increasing the supply, and improving the distribution of fertilizers, insecticides and herbicides; and
(c) Increasing the amount of credit available to smallholders so that they can have access to the capital required to adopt the improved cultural practices developed in the research program mentioned above.

(3) Providing financial support to the extension service so that it can better assist the smallholders adopt the improved cultural practices outlined above.

(4) Promoting additional production of secondary crops, such as corn and legumes, especially in a multiple cropping program.

(5) Providing training in agricultural education at the secondary and university levels with special emphasis on extension.

(6) Investing in the following activities:

(a) Irrigation infrastructure; and
(b) Operation and maintenance of irrigation systems and facilities.

(7) Improvement of the marketing system and stabilization programs by:

(a) Improving government procurement procedures for the incentive stabilization programs; and
(b) Improve and expand facilities for handling and storage of grains and legumes.

Item VI. Economic Development purposes for which proceeds accruing to the Importing Country are to be used:

(A) The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financiang the self-help measures set forth in the agreement, and for the following development sector: (Agricultural and Rural Development) in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Jakarta, Indonesia, in duplicate, this 2nd day of December 1980.

REPUBLIC OF INDONESIA

By _____

M. Panggabean
Minister for
Foreign Affairs
ad interim

UNITED STATES OF AMERICA

By Edward E. Masters

Edward E. Masters
Ambassador

AGREED MINUTES

The following minutes of negotiations of the FY 1980/81 PL-480, Title I Agreement of December 2, 1980 are agreed upon by the representatives of the signatory Governments:

1. The representatives of the Government of Indonesia understand that the Preamble and Parts I and III are standard and applicable to all Title I PL-480 Agreements.

2. The attention of the representatives of the Government of Indonesia has been called to the provisions of Part II, specifically to the time period restrictions and quantities of rice and wheat required to be purchased commercially against the Usual Marketing Requirement (UMR) with its own resources.

3. In addition to the delivery limitations and UMR purchases noted in the preceding minutes, the representatives of the Government of Indonesia understand that:

a. shipments of commodities from the U.S. must be completed by September 30, 1981, since the financing for the Agreement will come from the United States FY 1981 budget. It is understood that commodity suppliers and vessel owners may not release commodities or allow loading of vessels until correct letters of credit are opened and that late or improperly opened letters of credit can seriously delay export of commodities. It is understood further that delayed opening of letters of credit could result in commodity suppliers canceling sales and ocean transportation suppliers canceling space;

b. all tendering for rice and wheat under the Agreement must be done by invitations for competitive bids conducted in the United States with public opening of bids and that awards shall be made on the basis of the lowest FAS vessel or FOB vessel bid price for the commodity responsive to tender terms. It is understood further that freight tenders must also be conducted in the U.S. with public opening of bids, however, charterer retains right to negotiate;

c. purchase authorization issued under the Agreement will contain requirements that invitations for bids for both commodity and freight must be submitted to the Office of General Sales Manager, U.S. Department of Agriculture, Washington, DC, for review and approval prior to their release to prospective bidders.

d. imports from USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, Socialist Republic of Vietnam and North Korea, commodities imported under PL-480, or grants received from the United States or other sources cannot be counted toward the UMR.

4. The representatives of the Government of Indonesia understand that in case the unit prices become higher than those projected in valuing the Agreement, purchases will be limited to the dollar value specified in the Agreement. This is in accordance with Article I E, Part I of the Agreement.

5. The representatives of the Government of Indonesia understand that additional purchases of these and other U.S. commodities may be available to Indonesian buyers through the CCC All Risk Assurance Program, GSM-102 under which the U.S. Government assures certain sales of U.S. agricultural commodities against all risks. This source of financing may be used to satisfy the UMR. It is understood further that other eligible commodities not included under the Agreement may be requested also for such U.S. Government financing assurance.

6. The Government of Indonesia will take effective steps to reduce losses connected with the handling and storage of PL-480 commodities; will enforce strict accountability for the commodities until they are in the hands of the private trade; and, in case of damage or loss attributable to the ocean carrier, will make and vigorously follow up claims for reimbursement for such damage or loss.

7. The Government of Indonesia understands that if it engages the services of a U.S. person or firm as its agent to handle the procurement of a commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of Indonesia and the U.S. agent must be submitted to the United States Department of Agriculture for prior approval to the issuance of the applicable purchase authorization.

8. The representatives of the Government of Indonesia have been informed that legislation affecting Section 106 (B) and 109 (A) of PL-480 requires: (1) specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture and (2) use of proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. These requirements are specifically noted in Items V and VI, B, Part II of the Agreement.

9. The representatives of the Government of Indonesia understand that certain reports are required in connection with the Agreement, on the arrival and disposition of the commodities, permissible exports, the use of sales proceeds, progress in agricultural self-help and the allocation of rupiahs generated by the Agreement. The representatives of the Government of Indonesia will make appropriate arrangements to:

a. furnish the Embassy of the United States of America a report by the fifteenth of January, April, July and October under provisions contained in Article III, D, Part I, of the Agreement.

b. return completed "shipping and arrival information" (ADP Sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading or 30 days from the receipt of the ADP Sheets, whichever is later.

c. furnish the Embassy of the United States of America a report of the receipt and expenditures of the proceeds accruing from the sale of commodities financed under the Agreement. This is in accordance with Article II, F, Part I of the Agreement.

d. submit an annual report on progress of agricultural self-help by November 15, containing the best possible description, both quantitative and qualitative, of current and previous GOI fiscal year self-help activities. It was also agreed that this report should cover future self-help plans and funding directly or by cross reference to other planning documents. The representatives of the Government of Indonesia agree further to hold periodic self-help meetings with appropriate representatives of the United States Government in an effort to increase the impact of the self-help measures on agricultural production and maintain the quality and responsiveness of self-help reporting.

10. In compliance with the provisions of Article III, Part I of the Agreement, the Government of Indonesia agrees to give publicity to the provisions of the Agreement by issuing suitable press releases at the time of signing and at the time of issuance of each purchase authorization applied for under the Agreement.

11. Other Agreement provisions discussed by representatives of the two Governments in some detail included commodity deliveries, payment terms and issuance of purchase authorization by U.S. Department of Agriculture. It was agreed that Government of Indonesia representatives will furnish the necessary operational reporting information incident to issuance of purchase authorization as promptly as possible after Agreement is reached between the two countries to the quantities and values involved in any Agreement or Amendment.

DONE at Jakarta on this 3rd day of December 1980.

UNITED STATES OF AMERICA

[1]

REPUBLIC OF INDONESIA

BADAN KEPALA URUSAN LOGISTIK

[2]

[1] Alan W. Trick.
[2] Bustanil Arifin.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at Mexico January 3, 1981;
Entered into force January 3, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

January 3, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

The Government of the United States agrees to provide funds not to exceed Three Hundred Thousand Dollars (U.S. $300,000) on an advance or reimbursable basis for the purchase of miscellaneous supplies, equipment, and other services, as mutually agreed upon, for the purpose of opium poppy eradication and narcotics traffic interdiction.

The Government of Mexico agrees to provide supporting documents periodically as mutually agreed upon to substantiate all disbursements made on a reimbursable and/or advance basis.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Julian Nava
Ambassador

The Mexican Attorney General to the American Ambassador

FORMA C.G.-1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., enero 3 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
PRESENTE.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, esta dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y para la intercepta-ción de estupefacientes.

El Gobierno de los Estados Unidos esta de acuerdo en proporcionar fondos que no excederán Trescientos Mil Dólares (U.S. $300,000) en forma de adelanto o sobre base de reembolso para la adquisición de abastecimientos misceláneos, equipos, y otros servicios, mutuamente acordados para la destrucción de amapola de opio y la intercepta-ción del tráfico ilegal de estupefacientes.

El Gobierno de México está de acuerdo en proveer periódicamente documentos respaldando los desembolsos efectuados procedentes de

fondos dados sobre una base de reembolso y/o por adelantado, según sea convenido mutuamente entre representantes de nuestros dos Gobiernos.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este acuerdo a menos de que se modifique expresamente aquí.

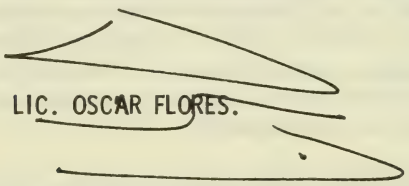
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TGN

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., January 3, 1981

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of January 3, 1981, which, translated into Spanish, reads as follows:

[For the English language text, see p. 824.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores

73-634 - 88 - 27

SOMALIA

Agricultural Commodities

Agreement signed at Mogadishu January 12, 1981;
Entered into force January 12, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOMALIA DEMOCRATIC REPUBLIC
FOR SALES OF AGRICULTURE COMMODITIES
UNDER PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Somalia Democratic Republic have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and Part III of the March 20, 1978 Agreement,[2] together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fy)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1981	10,300	4.6 Dols
Corn/Sorghum	1981	15,300	3.0 Dols
Wheat/Wheat Flour (Grain equivalent basis)	1981	15,000	4.3 Dols
Soybean/Cottonseed oil	1981	4,300	3.1 Dols
TOTAL			15.0 Dols

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

1. Initial Payment - None
2. Currency Use Payment - 5 percent for Section 104 (a) purposes
3. Number of Installment Payments - 31
4. Amount of each installment Payment - approximately equal Annual Installment
5. Due Date of first Installment Payment - 10 years from date of last delivery of commodities in each calendar year.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9222; 30 UST 827.

6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Rice	1981	32,000
Feedgrains	1981	--
Wheat/Wheat Flour (Grain equivalent basis)	1981	25,000
Edible Vegetable Oils and/or bearing seeds (oil equivalent basis)	1981	6,800

Item IV. Export Limitations:

(A) The export limitations period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

(B) For the purpose of Part I, Article III (A) (4) of the Agreement, the commodities which may not be exported are:for rice - rice in the form of paddy, brown or milled; for feedgrains - corn/sorghum, cornmeal, barely, oats, and rye including mixed feed containing such grains; for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina or bulgar (or the same product under a different name); and for soybean/cottonseed oil - all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower oil cottonseed oil, rapeseed oil, and any edible oil bearing seeds from which edible oils are produced.

Item V. Self-Help Measures:

(A) The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Somali Democratic Republic (GSDR) agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation;

(1) Continue programs and activities to upgrade the livestock sector in Somalia. As part of these efforts, GSDR will:

(a) Upgrade the training facilities and programs for those extension agents who will be detailed to work with livestock herders.

(b) Designate an entity within the National Government to conduct a detailed study to review and make recommendations to the GSDR on programs needed for overcoming transportation and related marketing constraints in the livestock sector.

(2) Give priority in its development activities to programs having the goal of attaining [self-reliance] in the production of basic food crops, particularly grain and oilseeds. Examples of such efforts to increase production would include installation of irrigation pumps and stream water storage.

(3) Take appropriate measures to guarantee that farmers receive fair and adequate farm-gate prices for their output.

(4) Increase agricultural research and extension work within the Ministry of Agriculture, especially for those projects aimed at attaining self-reliance in production of food crops. Seed improvement, multiplication and distribution for grains and oils should be emphasized.

(5) Increase infrastructural and other services by the Water Development Agency (WDA) and the Settlement Development Agency (SDA) to settlers and cooperative farmers in the established agricultural and fisheries projects including activities in irrigation, conservation and expanded use of fertilizer.

(6) Implement specific manpower-management and planning programs within the Ministry of Agriculture.

(7) In collaboration with the State Planning Commission, Ministry of Agriculture and appropriate Somali University, the GSDR shall review the feasibility of instituting a baseline study aimed at generating data on production, input costs and marketing of food-grains. The USDA, Title XII institutions, consulting firms, or international organizations may be approached for technical

assistance as required, through the use of PL 480 generated local currency. In cooperation with host Government (GSDR) USDA will prepare a bi-annual evaluation on XII activities when local currencies are used.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

(A) The commodities provided hereunder, or the proceeds accruing to the importing country from the sales of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

(1) The following self-help measures as set forth in Item V of the agreement:

(a) Increase infrastructural and other services to settlers in agricultural and fisheries settlement (i.e. extension services, improved water supply, resettlement housing, health services, development of cooperatives).

(b) Implement manpower-management and planning programs (i.e. training of extension, resettlement, refugee relief and agricultural development personnel).

(c) Increase production of basic food crops, particularly grain and oilseed (i.e. promotion of small-scale production/extension projects in the interriverine Bay, and Northwest farming areas).

(2) The following specific projects and programs will be undertaken in support of the self-help measures:

(a) Agriculture production/extension projects;
(b) Rural water projects;
(c) Health projects;
(d) Settlement housing projects;
(e) Women-related projects;
(f) Fisheries projects;

(g) Range Management including animal health and energy resource projects;
(h) Refugee related activities;
(i) Increase effectiveness of marketing livestock and agricultural products;

(B) The project/programs identified under VI, A above will directly benefit the needy in the following ways:

(1) Agricultural production/extension projects will assist in providing agricultural services, commodities and implements for small-scale farmers in the interriverine, Bay, and Northwest farming areas. Similar assistance will be provided settlers in the six established agricultural and fisheries settlement projects. Approximately 300,000 small farmers are expected to benefit. The principal objectives are to increase agricultural cereal and oil seed production to achieve near self-sufficiency in the early 1980's and to help raise rural incomes.

(2) Rural water projects will provide potable water for rural families and increased supplies for animals. This is a major problem for all rural Somalis who must eke out a living in this semi-arid land. Present wells are insufficient both in terms of quantity and quality and the rivers are infested with shistisomiasis. Rural water projects will not only have a beneficial effect on health and sanitary conditions, especially for children, but will also improve the overall quality of life of the rural inhabitants. The program will complement but not be limited to other projects outlined in this section.

(3) Health projects envisaged are part of a country-wide program to extend primary health care services to the rural farming and nomadic populations. The program will involve the training of rural health workers, the constructions of small rural dispensaries, some larger rural health clinics, and the provision of supplies and equipment in support of the dispensaries and clinics. The principal groups to benefit

from the expanded health services will be the rural and nomadic populations who have limited access to primary health care. The program will give emphasis to addressing problems of communicable diseases, maternal child health care, nutrition and sanitation. Many of the dispensaries and clinics will be centered in the agricultural areas identified in VI, B,1. At the conclusion of this country-wide program, which will take a number of years to complete, approximately 2.0 million persons are expected to receive primary health services.

(4) Settlement housing projects will provide low-cost housing for resettled drought victims. The program will assist in replacing temporary shelters with permanent structures in the agriculture and fisheries settlement projects, beginning in Kurtunwaare. These resettled people have given up their previous nomadic way of life, and with few or no belongings or livestock, they are attempting to establish economically viable food producing settlements. The housing to be constructed is being designed in conjunction with these settlers to assure that acceptable housing is constructed at low price.

(5) Women-related projects take into consideration any effort in which females are the primary beneficiaries. This may include assistance in home gardening, home economics, craft production, textile design and production and women groups and centers.

(6) Fisheries development projects are an area of monetary gain to increasing numbers of coastal villages and towns inhabited by resettled nomads. The program includes renovation and expansion of present facilities and other local cost elements required to improve capabilities in this sector. With 15,000 drought-stricken nomads, as well as numerous other villagers depending on fishing as the sole means of economic improvement, the potential of developing this industry along Somalia's lengthy coastline is one of considerable importance for the country. Besides providing incomes

increased fish production will improve nutritional standards of those not only dependent upon fishing for a livelihood but also other consumers throughout the country. Also the fishing sector is one of the few areas that has the potential that may develop into a source of foreign exchange.

(7) Approximately 60 percent of Somalia's population is nomadic or semi-nomadic. They exist in a harsh environment and are largely dependent on their animals for physical and economic survival. Range managment and animal health projects will implement grazing systems and animal health programs, while emphasizing conservation of the limited resources found in these dry lands. As the basic source of energy for cooking and heating is wood or charcoal, projects will be developed emphasizing the more efficient use of those items and in the use of unsophisticated alternate sources of energy, such as solar cookers and simple bio/gas converters. In addition, shelter belts will be constructed to protect agricultural areas from drifting sands, fodder production farms will be expanded, artificial insemination will develop improved strains of cattle, and tsetse fly eradication will increase meat and milk production as well as open up riverine areas for settlement.

(8) Approximately 75 percent of Somalia's foreign exchange earnings derive from the sales of live animals or animal products and likewise some 75 percent of the population gain their livelihood as farmers and herdsmen. The return on agricultural products and livestock could be increased if existing marketing facilities were upgraded and this would have a direct effect on the well being of small farmers and small herdsmen throughout the country.

(9) Beginning in mid-1977, refugees have been pouring into the country at increasing rates. Early 1980 saw some 560,000 counted refugees in camps and an estimated 700,000 outside of camps. The refugee camp population increased by 1,500 a day and additional facilities are continually needed. The refugees arrive in poor health with practically no possessions and certainly make up

the poorest segment of Somalia. There are currently 21 camps scattered throughout the country and all are in need of storage buildings for food and other supplies, agricultural implements, seed medicine, and shelter. Also water resources development has become a critical concern for both the refugees in camps as well as outside camps. These inputs will not lead to self-sufficiency but will simply assist the refugees to survive.

(10) The programs described above are presently in the planning stage and will be subject to modification during implementation.

(C) In addition to the report required by Part I, Article II F of this Agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI. A above. Such report shall be made by the importing country within 6 months following the last delivery of commodities in the first calendar year of the Agreement and every 6 months thereafter, until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI A above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Mogadishu in duplicate This 12th Day of January 1981.

FOR THE GOVERNMENT OF THE SOMALI DEMOCRATIC REPUBLIC

BY: [1]

TITLE: Minister of Finance

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: [2]

TITLE: Ambassador

[1] Abdullahi Ahmed Addou.
[2] D. Petterson.

EGYPT

Scientific Cooperation: Science and Technology

Agreement signed at Cairo January 11, 1981;
Entered into force January 11, 1981.

AGREEMENT RELATING TO COOPERATION IN THE
AREAS OF SCIENCE AND TECHNOLOGY BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

The Government of the United States of America and the Government of the Arab Republic of Egypt,

Noting the mutual benefits which have accrued to both sides under the Agreement Relating to Cooperation in the Areas of Technology, Research and Development Between the Government of the United States of America and the Government of the Arab Republic of Egypt signed June 6, 1975,[1]

Recognizing that continued cooperation between the scientists and technologists of the two nations will advance the state of science and raise the level of technology in both countries, and

Realizing also that such cooperation will strengthen the bonds of friendship between the peoples of their two countries,

Have agreed as follows:

Article I

1. The two governments will undertake a broad program of scientific and technological cooperation for peaceful purposes.

2. In pursuit of this goal the governments will encourage and facilitate, as appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers, and other institutions and firms of the two countries and the conclusion of implementing arrangements between them for carrying out mutually agreed upon cooperative activities under this Agreement.

[1] TIAS 8284; 27 UST 1860.

Article II

The cooperative program will have the goal of intensifying cooperation between the scientists and technologists of the two countries by providing them with additional opportunities to exchange knowledge, ideas, and techniques, to collaborate on the solution of problems of mutual interest, and to work together.

Article III

The program of cooperation may include exchanges of scientists and technologists, exchanges of scientific and technical information, the holding of joint seminars and meetings, and the carrying out of joint research projects and other types of activities which will contribute to achieving the objectives of the program.

Article IV

Cooperation under this Agreement may be undertaken in the fields of agriculture, health, medicine, population, energy, natural resources, environment, industrial technology, and such other areas of science and technology and their management as may be agreed upon by the two governments.

Article V

The scientists and technologists who participate in the program may come from governmental agencies, academic institutions, or other types of organizations.

Article VI

As appropriate and pending the approval of both governments, scientists, technologists, governmental agencies and institutions of third countries may participate in projects and programs being carried out under the Agreement.

Article VII

1. Each government shall bear the cost of its participation in cooperative activities carried out under this Agreement, in accordance with the existing laws in both countries and subject to the availability of funds and arrangements to be mutually worked out after this Agreement is executed.

2. The parties may also agree upon other means for the joint financing of activities.

Article VIII

Each government shall facilitate entry to and exit from its territory of personnel and equipment of the other country working on or used in cooperative projects and programs.

Article IX

1. Scientific and technological information of a non-proprietary nature derived from the cooperative activities conducted under this Agreement shall be made available to the world scientific and technological community through customary channels and in accordance with the normal procedures of the participating agencies.

2. The disposition of patents, designs, and other intellectual property arising from the cooperative activities under this Agreement will be provided for in the implementing arrangements referred to in Article I.

Article X

1. The two governments shall establish the United States/Egyptian Joint Board on Science and Technology (hereinafter referred to as the "Joint Board"). Each Contracting Party shall designate a Chairman and its members of the Joint Board. The Joint Board shall adopt procedures for its operation and shall meet in Cairo on a regular basis.

2. The Joint Board shall be responsible for:

a) the planning and coordination of cooperation in science and technology under this Agreement,

b) the monitoring, facilitation, and evaluation of such cooperation,

c) the examination of new possibilities for developing and financing cooperative projects in addition to those already funded, and

d) such further functions as are agreed upon between the governments.

3. To carry out its functions, the Joint Board may, when necessary, create temporary or permanent joint subcommittees or working groups.

Article XI

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technological cooperation between the two governments.

Article XII

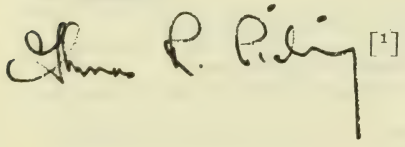
1. This Agreement, which supersedes the Agreement Relating to Cooperation in the Areas of Technology, Research and Development between the Government of the United States of America and the Government of the Arab Republic of Egypt signed June 6, 1975, shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the two governments.

2. Either party may terminate this Agreement at any time by giving written notice six months in advance of such termination. The termination of this Agreement shall not affect the validity or duration of any implementing arrangements made under it.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this Agreement.

DONE in duplicate at Cairo this eleventh day of January, 1981 in the English and Arabic languages, both texts being equally authoritative.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA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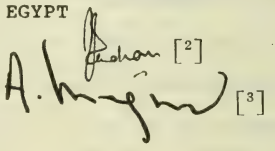
FOR THE GOVERNMENT
OF THE ARAB REPUBLIC
OF EGYPT


[2] [3]

[1] Thomas R. Pickering.
[2] I. Badran.
[3] A. Meguid.

بسم الله الرحمن الرحيم

أتفاق يتعلق بالتعاون فى مجالات "العلم والتكنولوجيا"

بين

حكومة الولايات المتحدة الأمريكية

وحكومة جمهورية مصر العربية

ان حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية اذ تلاحظان ماتحقق من المنافع المتبادله للطرفين بمقتضى الاتفاق المتعلق بالتعاون فى مجالات التكنولوجيا والبحوث والتنمية بين حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية الذى وقع فى ١٤ يونيو ١٩٧٥ .

واعترافا منهما بأن استمرار التعاون بين العلماء والتكنولوجيين من شأنه ان يؤدى الى تقدم وضع العلوم والى رفع المستوى التكنولوجى للبلدين وادراكا منهما ايضا ان مثل هذا التعاون من شأنه ان يقوى روابط الصداقه بين شعبى البلدين .

قد اتفقا على مايلى ....

المادة الأولى

١ — تتولى الحكومتان العمل ببرنامج واسع للتعاون العلمى والتكنولوجى للأغراض السلمية .

٢ — وسعيا لتحقيق هذا الهدف تشجع الحكومتان وتسهلان حسبما يكون ذلك ملائما تنمية الاتصالات والتعاون المباشر بين الهيئات الحكومية والجامعات ومراكز البحوث وغيرها من المعاهد والمؤسسات فى البلدين كذلك تشجعان وتسهلان التوصل الى ترتيبات تنفيذية بينهما لتحقيق نشاطات التعاون المتفق عليها فى ظل هذا الاتفاق .

المادة الثانية

يهدف برنامج التعاون الى تكثيف التعاون بين العلماء والتكنولوجيين فى البلدين عن طريق توفير فرص اضافية لهم لتبادل المعرفه والافكار والاساليب الفنيه وللتعاون على حل المشاكل التى تهم الطرفين والعمل معا .

المادة الثالثة

لبرنامج التعاون ان يتضمن تبادل العلماء والتكنولوجيين وتبادل المعلومات العلمية والتكنولوجية وعقد الحلقات الدراسية والاجتماعات المشتركة وتنفيذ مشروعات بحوث مشتركه وغيرها من اشكال النشاطات التى تساهم فى تحقيق اهداف البرنامج .

المادة الرابعة

يجوز ان يشمل التعاون بمقتضى هذا الاتفاق مجالات الزراعه ، الصحه ، الطب ، السكان ، الطاقه ، الموارد الطبيعيه ، البيئة والتكنولوجيا الصناعيه وغيرها من مجالات العلم والتكنولوجيا وادارتها حسبما تتفق عليه الحكومتان .

المادة الخامسة

يجوز للعلماء والتكنولوجيين الذين يشتركون فى البرنامج ان يوفدوا من الوكالات الحكوميـــة والمؤسسات الاكاديمية أو غيرها من الهيئات والمنظمات.

المادة السادسة

يجوز للعلماء والتكنولوجيين والهيئات الحكوميه والمؤسسات من دول ثالثه الاشتراك فـــى المشروعات والبرامج التى تنفذ وفقا لهذا الاتفاق حسبما يكون ذلك ملائما وبعد موافقة الحكومتين.

المادة السابعة

١ ــ تتحمل كل حكومة تكاليف مساهمتها فى نشاطات التعاون التى تنفذ وفقا لهذا الاتفـــاق وطبقا للقوانين المعمول بها فى كلا البلدين ومدى توفر الاعتمادات الماليه والترتيبـــات التى يتفق عليها بعد وضع هذا الاتفاق موضع التنفيذ.

٢ ــ يجوز للاطراف أيضا الاتفاق على وسائل أخرى للتمويل المشترك للنشاطات.

المادة الثامنة

تسهل كل حكومة الدخول الى اراضيها والخروج منها بالنسبه لافراد الدولة الأخرى الذيـــن يعملون فى المشروعات والبرامج التعاونية وبالنسبه للمعدات المستخدمه فيها.

المادة التاسعة

١ ــ تتاح المعلومات العلمية والتكنولوجيه غير الخاضعه لحقوق الملكيه المسجله والتى يـــتم التوصل اليها من النشاطات التعاونيه فى هذا الاتفاق للمجتمع العلمى والتكنولوجى العالمى وذلك بالوسائل الاعتياديه ووفقا للاجراءات المعتاده للهيئات المشتركة.

٢ ــ التدابير المتعلقه باستخدام براءات الاختراع والتصميمات والانواع الأخرى من الملكية الفكريـة والاستفاده منها والناتجه عن نشاطات التعاون بمقتضى هذا الاتفاق تنظم وفقا للترتيبـات التنفيذية المنصوص عليها فى المادة الأولى.

المادة العاشرة

١ ــ تنشئ الحكومتان المجلس الامريكى ــ المصرى المشترك للعلم والتكنولوجيا المشار اليـــه فيما بعد بتغيير المجلس المشترك ويقوم كل طرف متعاقد بتعيين رئيس للمجلس وأعضاء عنـه لعضويته يولى المجلس المشترك وضع الاجراءات المتعلقه بتنظيم عمله ويجتمع فى القاهـــرة بصوره دوريه.

٢ ـ يكون المجلس المشترك مسئولا عن :

أ ■ تخطيط وتنسيق التعاون العلمي والتكنولوجي بمقتضى هذا الاتفاق.

ب ■ مراقبة وتسهيل وتقييم هذا التعاون.

ج ■ بحث امكانيات جديده لتنمية وتمويل مشروعات تعاونية بالاضافة الى تلك المشروعات الممولة فعلا.

د ■ اعمال أخرى حسبما يتم الاتفاق عليها بين الحكومات.

٣ ـ يجوز للمجلس المشترك لكى يقوم بتنفيذ مهامه ان ينشئ عند الضرورة لجان فرعية مشتركه او فرق عمل مؤقته او دائمه.

المادة الحادية عشر

ليس في هذا الاتفاق ما يفسر بأنه اخلال بالترتيبات الآخرى للتعاون العلمي والتكنولوجي المبرمه بين الحكومتين.

المادة الثانية عشر

١ ـ يدخل هذا الاتفاق الذى يحل محل اتفاق التعاون في مجالات التكنولوجيا والبحوث والتنميه بين حكومة الولايات المتحدة الأمريكية وحكومة جمهورية مصر العربية الذى تم توقيعه في ٦ يونيو ١٩٧٥ حيز التنفيذ فور توقيعه ويبقى ساري المفعول لمدة خمسة أعوام. ويجوز تعديله أو تمديده باتفاق متبادل بين الحكومتين.

٢ ـ يحق لأى من الطرفين انهاء هذا الاتفاق في أى وقت بابلاغ الطرف الآخر كتابة قبل ستة أشهر من انهائه. لا يؤثر انهاء هذا الاتفاق على صلاحية او امتداد أية ترتيبات تنفيذية تمت بمقتضاه.

اثباتا لما تقدم وقع هذا الاتفاق المسئولون المفوضون بذلك والمذكورون ادناه. كل من قبل حكومته.

حرر في القاهرة بتاريخ ١١ يناير ١٩٨١ من نسختين أصليتين باللغتين الانجليزية والعربية ولكل من النصين حجيه متساويه.

عن الولايات المتحدة الأمريكية

عن جمهورية مصر العربية

ST. KITTS/NEVIS

Peace Corps

Agreement effected by exchange of letters
Signed at Bridgetown and Basseterre May 15, 1980 and January 13, 1981;
Entered into force January 13, 1981.

The American Ambassador to the St. Kitts/Nevis Prime Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
BRIDGETOWN, BARBADOS

MAY 15, 1980

The Rt. Honorable KENNEDY SYMMONDS
Prime Minister of St. Kitts/Nevis
Prime Minister's Office
Government Headquarters
Basseterre
St. Kitts/Nevis

DEAR PRIME MINISTER:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to St. Kitts/Nevis of the men and women of the United States of America who volunteer to service in the Peace Corps and who, at the request of your Government will live and work for periods of time in St. Kitts/Nevis. This document supercedes the agreement dated December 19, 1966.[1]

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of St. Kitts/Nevis and approved by the Government of the United States to per-

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[1] Should read "December 19, 1966 and January 10, 1967". TIAS 6209; 18 UST 138.

form mutually agreed tasks in St. Kitts/Nevis. The volunteers will work under the immediate supervision of governmental or private organizations in St. Kitts/Nevis designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of St. Kitts/Nevis will bear such share of the costs of the Peace Corps program incurred in St. Kitt/Nevis as our two Governments agree should be contributed by it.

2. The Government of St. Kitts/Nevis will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in St. Kitts/Nevis; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of St. Kitts/Nevis will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside St. Kitts/Nevis, from all customs duties or other charges on their personal property introduced into St. Kitts/Nevis for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States and the Government of St. Kitts/Nevis will provide the volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of St. Kitts/Nevis will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in St. Kitts/Nevis by the Government of the United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of St. Kitts/Nevis will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of St. Kitts/Nevis. The Government of St. Kitts/Nevis will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside St. Kitts/Nevis, and from all other taxes or other charges (including immigration fees and airport taxes except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of St. Kitts/Nevis will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Kitts/Nevis for their own use as is accorded personnel of comparable rank or grade

of the Embassy of the United States in Barbados. The Government of St. Kitts/Nevis will accord personnel of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Kitts/Nevis for their own use as is accorded volunteers hereunder.

5. The Government of St. Kitts/Nevis will exempt from investment and deposit requirements and currency controls all funds introduced into St. Kitts/Nevis for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of St. Kitts/Nevis at the highest rate which is not unlawful in St. Kitts/Nevis.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in St. Kitts/Nevis as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

SALLY A. SHELTON

Sally A. Shelton
American Ambassador

The St. Kitts/Nevis Premier Minister of External Affairs to the American Ambassador

PREMIER
STATE OF ST. CHRISTOPHER NEVIS ANGUILLA

GOVERNMENT HEADQUARTERS,
P.O. BOX 186,
ST. KITTS, W. I.

Ref. No. EST/P5/002 VI

13TH JANUARY, 1981.

Her Excellency
Miss SALLY A. SHELTON,
Ambassador of the United States of America,
Embassy of the United States of America,
Bridgetown,
Barbados.

YOUR EXCELLENCY,

I have the honour to refer to your Note of 15th May, 1980, proposing the official conclusion of understandings with respect to the assignment to St. Kitts/Nevis of the men and women of the United States of America who volunteer to serve in the Peace Corps and who at the request of this Government will live and work for periods of time in St. Kitts/Nevis.

I have the honour to inform Your Excellency that this Government acknowledges the proposals in your communication and agrees to the understandings contained therein.

Please accept the renewed assurance of my highest consideration.

Yours faithfully,

KENNEDY A. SIMMONDS

(Kennedy A. Simmonds)
Premier Minister of External Affairs.

GUYANA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Georgetown January 13 and 22, 1981;
Entered into force January 22, 1981.

The American Embassy to the Guyanese Ministry of Foreign Affairs

No. 009

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Cooperative Republic of Guyana and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States international military education and training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government --

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the armed forces of the Cooperative Republic of Guyana may include training related to defense articles with respect to which the agreement of the Government of Guyana to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Guyana shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

The Embassy of the United States of America

Georgetown, January 13, 1981

The Guyanese Ministry of Foreign Affairs to the American Embassy

Cable Address:
EXTERNAL GUYANA

MINISTRY OF FOREIGN AFFAIRS,
Carmichael Street,
Georgetown.
Guyana.

SFA:1/15/3

The Ministry of Foreign Affairs of the Co-operative Republic of Guyana presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of Note No. 009 of January 13, 1981, which reads as follows -

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Co-operative Republic of Guyana and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States international military education and training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government --

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the armed forces of the Co-operative Republic of Guyana may include training related to defense articles with respect to which the agreement of the Government of Guyana to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Guyana shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration."

The Ministry of Foreign Affairs of the Co-operative Republic of Guyana has the honour to inform the Embassy of the United States of America that it agrees to the foregoing proposal and that therefore the note of the Embassy of the United States of America and this reply shall constitute an Agreement between the two governments.

The Ministry of Foreign Affairs of the Co-operative Republic of Guyana takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry of Foreign Affairs,
Georgetown,
January 22, 1981.

DOMINICA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Bridgetown and Roseau December 11, 1980 and February 4, 1981;
Entered into force February 4, 1981.

The American Embassy to the Dominican Ministry of External Affairs

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Dominica and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of the United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such articles (including training materials) as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of Government of Dominica may include training related to defense articles with respect to which the agreement of the Government of Dominica to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of External Affairs stating that such conditions are acceptable to the Government of Dominica shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Dominica the assurances of its highest consideration.

Embassy of the United States of America,

Bridgetown, December 11, 1980.

73-634 - 88 - 28

The Dominican Ministry of External Affairs to the American Embassy

The Ministry of External Affairs of the Commonwealth of Dominica presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Telex US 533 of 12th December, 1980, [1] concerning provision of training related to defence articles under the United States International Military Education and Training (IMET) Programme.

The Ministry of External Affairs of the Commonwealth of Dominica wishes to confirm that the conditions in respect of the IMET training are acceptable to the Government of Dominica and that this note in reply together with the note from the Embassy of the United States of America constitutes an agreement to the Programme between the two governments on the subject effective from the date of the note.

The Ministry of External Affairs of the Commonwealth of Dominica avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

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[1] Should read "11 December, 1980." See pp. 857–859.

LEBANON

Finance: Investment Guaranties

Agreement effected by exchange of notes
Signed at Beirut September 17, 1980 and February 10, 1981;
Entered into force April 30, 1981.

The American Ambassador to the Lebanese President, Council for Development and Reconstruction

September 17, 1980

INVESTMENT INCENTIVE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Lebanon which promote the development of the economic resources and productive capacities of Lebanon and to investment insurance (including reinsurance) and investment guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE I

As used herein, the term "Coverage" shall refer to any investment insurance or guaranty which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to

arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in the term "Issuer" to the extent of their interest as insurer or reinsurer in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities approved by the Government of Lebanon or to projects or activities with respect to which the party under Coverage has entered into a contract with the Government of Lebanon, or any agency or political subdivision thereof, for the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any investor under Coverage, the Government of Lebanon shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. Nothing in this Agreement shall limit the

right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

(c) The issuance of Coverage outside of Lebanon with respect to investment in a project in Lebanon shall not subject the Issuer to regulation under the laws of Lebanon applicable to insurance or financial organizations.

ARTICLE 4

To the extent that the laws of Lebanon partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of Lebanon by the Issuer, the Government of Lebanon shall permit such investor and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of Lebanon

ARTICLE 5

Amounts in the lawful currency of Lebanon, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Lebanon no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or

entity in the territory of Lebanon.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of Lebanon regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or investment for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either government, to an arbitral tribunal for resolution in accordance with Paragraph 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Paragraph 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in

the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii). The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal; the expenses of the President and other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable

to the Government of Lebanon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Lebanon communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures. [1]

Accept, Excellency, the renewed assurances of my highest consideration.

Cordially yours,

John Gunther Dean

John Gunther Dean
American Ambassador

H.E. Mohamed Atallah,
President,
Council for Development
and Reconstruction,
Baabda.

[1] Apr. 30, 1981.

The Lebanese President, Council for Development and Reconstruction, to the American Ambassador

COUNCIL FOR DEVELOPMENT & RECONSTRUCTION
BEIRUT - LEBANON

The President

No. 48 /1

February 10, 1981

H.E. John Gunther Dean
Ambassador of the United States
of America
Beirut, Lebanon

Dear Mr. Ambassador:

I have the honor to acknowledge the receipt of your note dated September 17, 1980, which reads:

"I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Lebanon which promote the development of the economic resources and productive capacities of Lebanon and to investment insurance (including reinsurance) and investment guaranties which are backed on whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies. I also have the honor to confirm the following understandings reached as a result of those conversations:

"ARTICLE 1

"As used herein, the term "Coverage" shall refer to any investment insurance or guaranty which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to arrangements with OPIC or any successor agency, all of whom are hereinafter deemed included in the term "Issuer" to the extent of their interest as insurer or reinsurer in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

"ARTICLE 2

"The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities approved by the Government of Lebanon or to projects or activities with respect to which the party under Coverage has entered into a contract with the Government of Lebanon, or any agency or political subdivision thereof, for the provision of goods or services.

"ARTICLE 3

"(a) If the Issuer makes payment to any investor under Coverage, the Government of Lebanon shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which any arise, in connection therewith.

"(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

"(c) The issuance of Coverage outside of Lebanon with respect to investment in a project in Lebanon shall not subject the Issuer to regulation under the laws of Lebanon applicable to insurance or financial organizations.

"ARTICLE 4

"To the extent that the laws of Lebanon partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of Lebanon by the Issuer, the Government of Lebanon shall permit such investor and the Issuer to make appropriate arrangements pursuant to which such interests are transfered to an entity permitted to own such interests under the laws of Lebanon.

"ARTICLE 5

"Amounts in the lawful currency of Lebanon, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Lebanon no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or entity in the territory of Lebanon.

"ARTICLE 6

"(a) Any dispute between the Government of the United States of America and the Government of Lebanon regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or investment for which Coverage has been issued shall be resolved,insofar as possible, through negotiations between the two Governments. If at the end of three months following the request for negotiations the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a question of public international law, shall be submitted, at the initiative of either government, to an arbitral tribunal for resolution in accordance with Paragraph 6(b).

"(b) The arbitral tribunal for resolution of disputes pursuant to Paragraph 6(a) shall be established and function as follows:

"(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

"(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

"(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal, the expenses of the President and other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

"(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

"ARTICLE 7

"This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the denunciation of the Agreement.

"Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Lebanon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Lebanon communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures."

I have the honor to confirm that the above correctly sets out the understanding reached between us.

With best regards,

Muhamnad Atallah
President

EGYPT

Health Cooperation

Agreement signed at Washington January 13, 1981;
Entered into force January 13, 1981.

AGREEMENT ON HEALTH COOPERATION
BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
AND THE
MINISTRY OF HEALTH
OF THE
ARAB REPUBLIC OF EGYPT

The Department of Health and Human Services of the United States of America and the Ministry of Health of the Arab Republic of Egypt,

Desiring to continue strengthening the friendly relations between the peoples of the United States of America and the Arab Republic of Egypt,

Wishing to continue the established cooperation in the field of health between the two countries, developed principally under the Agreement for Health Cooperation signed on October 28, 1975, [1]

Have agreed as follows:

[1] TIAS 8465; 28 UST 112.

ARTICLE I

PURPOSE AND IMPLEMENTATION

1. The Department of Health and Human Services of the United States of America and the Ministry of Health of the Arab Republic of Egypt (hereinafter referred to as the Parties) shall continue the development and implementation of a cooperative health program. Cooperation under this Agreement shall be subject to the Parties' legal and administrative requirements and to the availability of funds.

2. The Parties shall utilize appropriate methods to accomplish the purposes of this Agreement, including cooperative research activities, exchange of information, sharing of technical experts and consultants, conferences, and training courses, in accordance with the provisions of this Agreement.

3. Joint activities, where possible, will be coordinated with, or be supportive of, the activities and goals of international health bodies, including the World Health Organization.

ARTICLE II

COORDINATION

1. The Joint Working Group on Health Cooperation, established pursuant to the Principles of Relations and Cooperation between the United States and the Arab Republic of Egypt signed on June 14, 1974,[1] shall continue to be responsible for overseeing the development of cooperative health programs under the terms of this Agreement and for making recommendations, as appropriate, to the Parties.

[1] TIAS 7913; 25 UST 2359.

2. The Joint Working Group shall be chaired by the Assistant Secretary for Health of the Department of Health and Human Services of the United States and the Minister of Health of the Arab Republic of Egypt. Members of the Working Group shall include the Coordinators from each side, designated in accordance with Article II, Paragraph 3, below; representatives designated by the American Ambassador to the Arab Republic of Egypt and the Egyptian Ambassador to the United States of America; a representative designated by the U.S. Agency for International Development; a representative designated by the U.S. Naval Medical Research and Development Command; and the U.S. and Egyptian Co-Chairmen of the several Joint Working Group Subcommittees.

3. The United States will designate a Deputy Assistant Secretary and the Arab Republic of Egypt will designate an Undersecretary of Health to serve as Coordinators for the purpose of this Agreement. The Coordinators will be responsible for follow-up, evaluation and further development of cooperation between meetings of the Joint Working Group, in accordance with other provisions of this Agreement.

4. A Steering Committee of the Joint Working Group will be established, consisting of approximately four or five representatives from each side as designated, respectively, by the Assistant Secretary for Health and the Minister of Health. The Assistant Secretary, the Minister and the Coordinator from each side will serve as permanent members of the Steering Committee. The other designated members of the Steering Committee will serve two year terms,

renewable at the pleasure of the Assistant Secretary or Minister. The representatives of the American and Egyptian Ambassadors and the Agency for International Development will serve as nonvoting members of the Steering Committee.

With respect to funding which may be available for health activities under U.S. Public Law 83-480, [1] or which may become available from other non-AID sources, the Steering Committee of the Joint Working Group shall have the responsibility for:

- Establishing priorities for the funding of cooperative projects;
- Approving projects for funding, taking into account the recommendations of any appropriate subcommittees, and recognizing that priority consideration will be accorded to field or applied research that will help solve health problems of interest to both countries. Basic research will be considered to the extent that it supports this primary objective;
- Determining the timing of, and agendas for, meetings of the Joint Working Group.

It is recognized that any funding which becomes available and any activities which come into existence through the Joint Board on Science and Technology [2] will be subject to the policies and procedures which govern the functioning of the Joint Board.

5. Subcommittees or other subgroups of the Joint Working Group on Health Cooperation may be established at the discretion

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10066; *ante*, p. 837.

of the Steering Committee, with the approval of the Assistant Secretary and Minister.

6. The Parties may agree upon other means of financing cooperative health activities, subject to the Parties' legal and administrative requirements and to the availability of funds.

ARTICLE III

U.S. NAVAL MEDICAL RESEARCH UNIT

Both sides recognize the importance of continuing their support of the U.S. Naval Medical Research Unit in Cairo (NAMRU III) and agree to coordinate the activities of the Joint Working Group to the extent feasible with the research projects of NAMRU III.

ARTICLE IV

ENTRY INTO FORCE, DURATION, AND AMENDMENT

This Agreement shall enter into force upon signature and shall remain in force for five years from the date of signature unless terminated earlier by either party upon six months written notice to the other Party. It may be extended or amended by mutual agreement of the Parties in writing.

DONE at Washington, in duplicate, this thirteenth day of January 1981, in the English and Arabic languages, the two texts being equally authentic.

FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA:

[1]

FOR THE MINISTRY OF HEALTH OF THE ARAB REPUBLIC OF EGYPT:

[2]

[1] Patricia Roberts Harris.
[2] Mamdouh Gabr.

اتفاقيـــة للتعـــاون الـــــصحي

بيـــــــن

وزارة الصحة والخـــدمات الانسانية

بالولايـات المتحـدة الامريكيـــة

ووزارة الصحـة بجمهوريـة مصـر العربيـــة

ان وزارة الصحة والخدمات الانسانية بالولايات المتحدة الامريكية ووزارة الصحة بجمهورية مصر العربية ،

رغبة منهما في استمرار تقوية علاقات الصداقة بين شعبي الولايات المتحدة الامريكيـــة وجمهورية مصر العربية ،

رغبة منهما أيضا في استمرار التعاون القائم الآن في مجال الصحة بين البلدين ، والذي تأسس بموجب " اتفاقية التعاون الصحي " الموقعة في ٢٨ أكتوبر سنة ١٩٧٥ ،

تتفقان على مايلي :

المـــادة الأولـــى

الهـدف والتنفيـــــذ

١ ــ تستمر وزارة الصحة والخدمات الانسانية بالولايات المتحدة الامريكية ، ووزارة الصحة بجمهورية مصر العربية ، (المشار اليهما فيما بعد بتعبير "الطرفان") ، تستمران فى تنميـــة وتنفيذ برنامج للتعاون الصحى . يخضع التعاون فى نطاق هذه "الاتفاقية" "للمتطلبات الادارية والتنفيذية" للطرفين" وكذلك لتوفر الاعتمادات المالية .

٢ ــ يستخدم "الطرفان" الطرق الملائمة لتحقيق أهداف هذه "الاتفاقية" ، بمـــا فى ذلك التعاون فى أنشطة البحوث ، وتبادل المعلومات ، والاسهام فى تبادل الخبراء والمستشارين الفنيين ، وعقد المؤتمرات والمناهج التدريبية وفقا لأحكام هذه "الاتفاقية" .

٣ ــ تنسّق الأنشطة المشتركة ، حيثما كان ذلك ممكنا ، مع أنشطة وأهداف الهيئـــات الصحية الدولية ، بما فيها منظمة الصحة العالمية ، أو تعمل على دعمها .

المـادة الثانيـــة

التنســـــيق

١ ــ تستمر "هيئة العمل المشتركة للتعاون الصحى" ، التى تأسست سابقا لمبادئ تبادل العلاقات والتعاون بين مصر والولايات المتحدة الأمريكية الموقع فى ١٤ يونيو سنة ١٩٧٤ ، تستمـــر فى مسئولية الاشراف على تنمية برامج التعاون الصحى وفقا لشروط هذه "الاتفاقية" وكذلك تقديم التوصيات الملائمة "للطرفين" .

٢ ــ تكون "هيئة العمل المشتركة" برئاسة مساعد الوزير لشئون الصحة ، بوزارة الصحة والخدمات الانسانية بالولايات المتحدة الامريكية ، ووزير الصحة بجمهورية مصر العربية . وتضـــم عضوية "هيئة العمل المشتركة" المشرفين من كل طرف ، والمعيّنين حسب الفقرة ٣ من المادة الثانية أدناه ، ومن ينوبون عنهم السفير الامريكى لدى جمهورية مصر العربية ، والســـفير المصرى لدى الولايات المتحدة الأمريكية ، وممثلو من قبل الوكالة الأمريكية للتنمية الدولية ،

ويندوب تعينه القيادة الأمريكية للبحوث والتنمية الطبية البحرية ، ورؤساء اللجان الفرعية المصريون والأمريكيون ، التابعة " لهيئة العمل المشتركة " .

٣ ـ تعين الولايات المتحدة الامريكية مسئولا بدرجة نائب مساعد وزير ، كما تعين جمهورية مصر العربية وكيلا بوزارة الصحة ليعملا كمنسقين لأهداف هذه " الاتفاقية " . يكون المنسقان مسئولين عن متابعة وتقييم وزيادة تعزيز التعاون بين اجتماعات " هيئة العمل المشتركة " وفقا لأحكام هذه " الاتفاقية " .

٤ ـ تشكل " لجنة توجيه تابعة لهيئة العمل المشتركة " وتتألف عضويتها من أربعة أو خمسة مندوبين عن كل طرف حسب تعيينهم من قبل مساعد وزير الصحة الامريكى ووزير الصحة المصرى ، كل عن جانبه . ويضطلع مساعد الوزير الأمريكى ووزير الصحة المصرى ، والمعينون من قبل كل طرف بمهامهم بوصفهم أعضاء دائمين فى " لجنة التوجيه " ويضطلع الأعضاء الآخرون المعينون فى " لجنة التوجيه " بمهام عضويتهم لمدة سنتين قابلة للتجديد حسب رغبة مساعد وزير الصحة الأمريكى أو وزير الصحة المصرى . أما مندوبوا السفير الأمريكى والسفير المصرى والوكالة الأمريكية للتنمية الدولية ، فيعتبرون بمهامهم كأعضاء لا يحق لهم التصويت فى عضوية " لجنة التوجيه " .

يتاح التمويل الذى قد يكون متوفرا للأنشطة المصرية وفقا للقانون العام للولايات المتحدة الأمريكية رقم (٨٣ ـ ٤٨٠) ، أو التمويل الذى قد يكون متوفرا من مصادر أخرى غير الوكالة الأمريكية للتنمية الدولية ، فيسند الى " لجنة التوجيه التابعة لهيئة العمل المشتركة " التى تكون مسئولة عن الآتى :

ـ وضع الأولويات لتمويل مشروعات التعاون .

ـ الموافقة على مشروعات للتمويل ، مع مراعاة التوصيات المرفوعة من قبل أى من اللجان الفرعية ، مع الاخذ فى الاعتبار بأن تعطى الأولوية فى الاعتبار لتلك البحوث التطبيقية أو لبحوث أخرى فى مجالات من شأنها أن تساعد على حل المشاكل الصحية التى تهم البلدين .

تابع هذه البحوث الأساسية بعين الاعتبار بقدر ما تؤدى الى تعزيز هذا الهدف الاساسى .

- تحديد مواعيد عقد اجتماعات " هيئة العمل المشتركة وتقرير جدول أعمالها .

- من المسلّم به أن توفر أى تعويض أو نشاط ناتج عن جهود " المجلس المشترك للعلم والتكنولوجيا " يخضع للسياسات والاجراءات التى تحكم أعمال " المجلس المشترك " .

٥ - يجوز تشكيل لجان فرعية أو غيرها من الهيئات الفرعية التابعة " لهيئة العمل المشتركة للتعاون الصحى " ، وذلك بناء على رغبة " لجنة التوجيه " وبموافقة مساعد وزير الصحة والخدمات الانسانية الامريكى ووزير الصحة المصرى .

٦ - يحق للطرفين أن يوافقا على وسائل أخرى لتمويل أنشطة التعاون الصحى طبقا للشروط القانونية والادارية للطرفين ، ولتوفير الأموال .

المادة الثالثة

وحدة البحوث الطبية البحرية التابعة للولايات المتحدة الامريكية

يعترف الطرفان ويسلمان بأهمية استمرار تدعيمهما " لوحدة البحوث الطبية البحرية " التابعة للولايات الامريكية (نامرو ٣) والموجودة فى القاهرة ، ويوافقان على تنسيق أنشطة " هيئة العمل المشتركة " الى الحد الذى يتفق مع مشاريع البحوث التى تجريها (وحدة نامرو ٣) .

المادة الرابعة

تنفيذ الاتفاقية ، مدتها ، وتعديلاتها

تودع هذه " الاتفاقية " قيد التنفيذ فور توقيعها ، وتبقى سارية المفعول لمدة خمس سنوات من تاريخ توقيعها ، مالم يحر انهاؤها قبل هذه المدة من قبل أحد " الطرفين " وذلك بابلاغ الطرف الآخر كتابة قبل ستة أشهر من انهائها . يجوز تمديدها أو تعديلها بموافقة خطية متبادلة بين " الطرفين " .

حررت في واشنطن في هذا اليوم ، الثالث عشر من يناير ١٩٨١ على نسختين احداهما باللغة الانجليزية والأخرى باللغة العربية ، وكلا النسختين أصليتين .

عن وزارة الصحة والخدمات الانسانية
الولايات المتحدة الامريكية

عن وزارة الصحة
جمهورية مصر العربية

MULTILATERAL

Judicial Procedure: Abolishing Requirement of Legalization for Foreign Public Document

Convention done at The Hague October 5, 1961;
Transmitted by the President of the United States of America to the Senate July 19, 1976 (S. Ex. L, 94th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1979 (S. Ex. Rep. No. 96–17, 96th Cong., 1st Sess.);
Advice and consent to accession by the Senate November 28, 1979;
Accession approved by the President December 27, 1979;
Accession of the United States of America deposited with the Netherlands December 24, 1980;
Proclaimed by the President September 21, 1981;
Entered into force with respect to the United States of America October 15, 1981.

By the President of the United States of America

A PROCLAMATION

Considering that:

The Convention Abolishing the Requirement of Legalization for Foreign Public Documents was done at The Hague on October 5, 1961, a certified copy of which Convention, is hereto annexed;

The Senate of the United States of America by its resolution of November 28, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to the accession of the United States of America to the Convention;

On December 27, 1979, the President of the United States of America approved accession to the Convention;

The United States of America deposited its instrument of accession on December 24, 1980, in accordance with the provisions of the Convention;

The Convention will enter into force for the United States of America on October 15, 1981;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after October 15, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-first day of September in the year of our Lord one thousand nine hundred
[SEAL] eighty-one and of the Independence of the United States of America the two hundred sixth.

RONALD REAGAN

By the President:
WALTER J. STOESSEL JR.
Acting Secretary of State

CONVENTION SUPPRIMANT
L'EXIGENCE DE LA LÉGALISATION
DES ACTES PUBLICS ÉTRANGERS

Les Etats signataires de la présente Convention,

Désirant supprimer l'exigence de la légalisation diplomatique ou consulaire des actes publics étrangers,

Ont résolu de conclure une Convention à cet effet et sont convenus des dispositions suivantes:

Article premier

La présente Convention s'applique aux actes publics qui ont été établis sur le territoire d'un Etat contractant et qui doivent être produits sur le territoire d'un autre Etat contractant.

Sont considérés comme actes publics, au sens de la présente Convention:

a) les documents qui émanent d'une autorité ou d'un fonctionnaire relevant d'une juridiction de l'Etat, y compris ceux qui émanent du ministère public, d'un greffier ou d'un huissier de justice;

b) les documents administratifs;

c) les actes notariés;

d) les déclarations officielles telles que mentions d'enregistrement, visas pour date certaine et certifications de signature, apposées sur un acte sous seing privé.

Toutefois la présente Convention ne s'applique pas:

a) aux documents établis par des agents diplomatiques ou consulaires;

b) aux documents administratifs ayant trait directement à une opération commerciale ou douanière.

Article 2

Chacun des Etats contractants dispense de légalisation les actes auxquels s'applique la présente Convention et qui doivent être produits sur son territoire. La légalisation au sens de la présente Convention ne recouvre que la formalité par laquelle les agents diplomatiques ou consulaires du pays sur le territoire duquel l'acte doit être produit attestent la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu.

Article 3

La seule formalité qui puisse être exigée pour attester la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu, est l'apposition de l'apostille définie à l'article 4, délivrée par l'autorité compétente de l'Etat d'où émane le document.

Toutefois la formalité mentionnée à l'alinéa précédent ne peut être exigée lorsque soit les lois, règlements ou usages en vigueur dans l'Etat où l'acte est produit, soit une entente entre deux ou plusieurs Etats contractants l'écartent, la simplifient ou dispensent l'acte de légalisation.

CONVENTION ABOLISHING
THE REQUIREMENT OF LEGALISATION
FOR FOREIGN PUBLIC DOCUMENTS

The States signatory to the present Convention

Desiring to abolish the requirement of diplomatic or consular legalisation for foreign public documents,

Have resolved to conclude a Convention to this effect and have agreed upon the following provisions

Article 1

The present Convention shall apply to public documents which have been executed in the territory of one contracting State and which have to be produced in the territory of another contracting State.

For the purposes of the present Convention, the following are deemed to be public documents:

a) documents emanating from an authority or an official connected with the courts or tribunals of the State, including those emanating from a public prosecutor, a clerk of a court or a process server ("huissier de justice");

b) administrative documents;

c) notarial acts;

d) official certificates which are placed on documents signed by persons in their private capacity, such as official certificates recording the registration of a document or the fact that it was in existence on a certain date and official and notarial authentications of signatures.

However, the present Convention shall not apply:

a) to documents executed by diplomatic or consular agents;

b) to administrative documents dealing directly with commercial or customs operations.

Article 2

Each contracting State shall exempt from legalisation documents to which the present Convention applies and which have to be produced in its territory. For the purposes of the present Convention, legalisation means only the formality by which the diplomatic or consular agents of the country in which the document has to be produced certify the authenticity of the signature, the capacity in which the person signing the document has acted and, where appropriate, the identity of the seal or stamp which it bears.

Article 3

The only formality that may be required in order to certify the authenticity of the signature, the capacity in which the person signing the document has acted and, where appropriate, the identity of the seal or stamp which it bears, is the addition of the certificate described in Article 4, issued by the competent authority of the State from which the document emanates.

However, the formality mentioned in the preceding paragraph cannot be required when either the laws, regulations, or practice in force in the State where the document is produced or an agreement between two or more contracting States have abolished or simplified it, or exempt the document itself from legalisation.

Article 4

L'apostille prevue à l'article 3, alinéa premier, est apposée sur l'acte lui-même ou sur une allonge; elle doit être conforme au modèle annexé à la présente Convention.

Toutefois elle peut être rédigée dans la langue officielle de l'autorité qui la délivre. Les mentions qui y figurent peuvent également être données dans une deuxième langue. Le titre „Apostille (Convention de La Haye du 5 octobre 1961)" devra être mentionné en langue française.

Article 5

L'apostille est délivrée à la requête du signataire ou de tout porteur de l'acte.

Dûment remplie, elle atteste la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte est revêtu.

La signature, le sceau ou timbre qui figurent sur l'apostille sont dispensés de toute attestation.

Article 6

Chaque Etat contractant désignera les autorités prises ès qualités, auxquelles est attribuée compétence pour délivrer l'apostille prévue à l'article 3, alinéa premier.

Il notifiera cette désignation au Ministère des Affaires Etrangères des Pays-Bas au moment du dépôt de son instrument de ratification ou d'adhésion ou de sa déclaration d'extension. Il lui notifiera aussi toute modification dans la désignation de ces autorités.

Article 7

Chacune des autorités désignées conformément à l'article 6 doit tenir un registre ou fichier dans lequel elle prend note des apostilles délivrées en indiquant:

a) le numéro d'ordre et la date de l'apostille,

b) le nom du signataire de l'acte public et la qualité en laquelle il a agi, ou, pour les actes non signés, l'indication de l'autorité qui a apposé le sceau ou timbre.

A la demande de tout intéressé l'autorité qui a délivré l'apostille est tenue de vérifier si les inscriptions portées sur l'apostille correspondent à celles du registre ou du fichier.

Article 8

Lorsqu'il existe entre deux ou plusieurs Etats contractants un traité, une convention ou un accord, contenant des dispositions qui soumettent l'attestation de la signature, du sceau ou timbre à certaines formalités, la présente Convention n'y déroge que si lesdites formalités sont plus rigoureuses que celle prévue aux articles 3 et 4.

Article 9

Chaque Etat contractant prendra les mesures nécessaires pour éviter que ses agents diplomatiques ou consulaires ne procèdent à des légalisations dans les cas où la présente Convention en prescrit la dispense.

Article 10

La présente Convention est ouverte à la signature des Etats représentés à la Neuvième session de la Conférence de La Haye de droit international privé, ainsi qu'à celle de l'Irlande, de l'Islande, du Liechtenstein et de la Turquie.

Elle sera ratifiée et les instruments de ratification seront déposés auprès du Ministère des Affaires Etrangères des Pays-Bas.

Article 4

The certificate referred to in the first paragraph of Article 3 shall be placed on the document itself or on an "allonge"; it shall be in the form of the model annexed to the present Convention.

It may, however, be drawn up in the official language of the authority which issues it. The standard terms appearing therein may be in a second language also. The title "Apostille (Convention de La Haye du 5 octobre 1961)" shall be in the French language.

Article 5

The certificate shall be issued at the request of the person who has signed the document or of any bearer.

When properly filled in, it will certify the authenticity of the signature, the capacity in which the person signing the document has acted and, where appropriate, the identity of the seal or stamp which the document bears.

The signature, seal and stamp on the certificate are exempt from all certification.

Article 6

Each contracting State shall designate by reference to their official function, the authorities who are competent to issue the certificate referred to in the first paragraph of Article 3.

It shall give notice of such designation to the Ministry of Foreign Affairs of the Netherlands at the time it deposits its instrument of ratification or of accession or its declaration of extension. It shall also give notice of any change in the designated authorities.

Article 7

Each of the authorities designated in accordance with Article 6 shall keep a register or card index in which it shall record the certificates issued, specifying:

a) the number and date of the certificate,

b) the name of the person signing the public document and the capacity in which he has acted, or in the case of unsigned documents, the name of the authority which has affixed the seal or stamp.

At the request of any interested person, the authority which has issued the certificate shall verify whether the particulars in the certificate correspond with those in the register or card index.

Article 8

When a treaty, convention or agreement between two or more contracting States contains provisions which subject the certification of a signature, seal or stamp to certain formalities, the present Convention will only override such provisions if those formalities are more rigorous than the formality referred to in Articles 3 and 4.

Article 9

Each contracting State shall take the necessary steps to prevent the performance of legalisations by its diplomatic or consular agents in cases where the present Convention provides for exemption.

Article 10

The present Convention shall be open for signature by the States represented at the Ninth session of the Hague Conference on Private International Law and Iceland, Ireland, Liechtenstein and Turkey.

It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Article 11

La présente Convention entrera en vigueur le soixantième jour après le dépôt du troisième instrument de ratification prévu par l'article 10, alinéa 2.

La Convention entrera en vigueur, pour chaque Etat signataire ratifiant postérieurement, le soixantième jour après le dépôt de son instrument de ratification.

Article 12

Tout Etat non visé par l'article 10 pourra adhérer à la présente Convention après son entrée en vigueur en vertu de l'article 11, alinéa premier. L'instrument d'adhésion sera déposé auprès du Ministère des Affaires Etrangères des Pays-Bas.

L'adhésion n'aura d'effet que dans les rapports entre l'Etat adhérant et les Etats contractants qui n'auront pas élevé d'objection à son encontre dans les six mois après la réception de la notification prévue à l'article 15, litt. d). Une telle objection sera notifiée au Ministère des Affaires Etrangères des Pays-Bas.

La Convention entrera en vigueur, entre l'Etat adhérant et les Etats n'ayant pas élevé d'objection contre l'adhésion, le soixantième jour après l'expiration du délai de six mois mentionné à l'alinéa précédent.

Article 13

Tout Etat, au moment de la signature, de la ratification ou de l'adhésion, pourra déclarer que la présente Convention s'étendra à l'ensemble des territoires qu'il représente sur le plan international, ou à l'un ou plusieurs d'entre eux. Cette déclaration aura effet au moment de l'entrée en vigueur de la Convention pour ledit Etat.

Par la suite, toute extension de cette nature sera notifiée au Ministère des Affaires Etrangères des Pays-Bas.

Lorsque la déclaration d'extension sera faite par un Etat ayant signé et ratifié la Convention, celle-ci entrera en vigueur pour les territoires visés conformément aux dispositions de l'article 11. Lorsque la déclaration d'extension sera faite par un Etat ayant adhéré à la Convention, celle-ci entrera en vigueur pour les territoires visés conformément aux dispositions de l'article 12.

Article 14

La présente Convention aura une durée de cinq ans à partir de la date de son entrée en vigueur conformément à l'article 11, alinéa premier, même pour les Etats qui l'auront ratifiée ou y auront adhéré postérieurement.

La Convention sera renouvelée tacitement de cinq en cinq ans, sauf dénonciation.

La dénonciation sera, au moins six mois avant l'expiration du délai de cinq ans, notifiée au Ministère des Affaires Etrangères des Pays-Bas.

Elle pourra se limiter à certains des territoires auxquels s'applique la Convention.

La dénonciation n'aura d'effet qu'à l'égard de l'Etat qui l'aura notifiée. La Convention restera en vigueur pour les autres Etats contractants.

Article 15

Le Ministère des Affaires Etrangères des Pays-Bas notifiera aux Etats visés à l'article 10, ainsi qu'aux Etats qui auront adhéré conformément aux dispositions de l'article 12:

a) les notifications visées à l'article 6, alinéa 2;

b) les signatures et ratifications visées à l'article 10;

c) la date à laquelle la présente Convention entrera en vigueur conformément aux dispositions de l'article 11, alinéa premier;

d) les adhésions et objections visées à l'article 12 et la date à laquelle les adhésions auront effet;

Article 11

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of Article 10.

The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification

Article 12

Any State not referred to in Article 10 may accede to the present Convention after it has entered into force in accordance with the first paragraph of Article 11. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Such accession shall have effect only as regards the relations between the acceding State and those contracting States which have not raised an objection to its accession in the six months after the receipt of the notification referred to in sub-paragraph d) of Article 15. Any such objection shall be notified to the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force as between the acceding State and the States which have raised no objection to its accession on the sixtieth day after the expiry of the period of six months mentioned in the preceding paragraph.

Article 13

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.

At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands.

When the declaration of extension is made by a State which has signed and ratified, the Convention shall enter into force for the territories concerned in accordance with Article 11. When the declaration of extension is made by a State which has acceded. the Convention shall enter into force for the territories concerned in accordance with Article 12.

Article 14

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 11, even for States which have ratified it or acceded to it subsequently.

If there has been no denunciation, the Convention shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.

It may be limited to certain of the territories to which the Convention applies.

The denunciation will only have effect as regards the State which has notified it. The Convention shall remain in force for the other contracting States.

Article 15

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in Article 10, and to the States which have acceded in accordance with Article 12, of the following:

a) the notifications referred to in the second paragraph of Article 6;

b) the signatures and ratifications referred to in Article 10;

c) the date on which the present Convention enters into force in accordance with the first paragraph of Article 11;

d) the accessions and objections referred to in Article 12 and the date on which such accessions take effect;

e) les extensions visées à l'article 13 et la date a laquelle elles auront effet;

f) les dénonciations visées à l'article 14, alinéa 3.

En foi de quoi, les soussignés, dûment autorisés, ont signé la présente Convention.

Fait à La Haye, le 5 octobre 1961, en français et en anglais, le texte français faisant foi en cas de divergence entre les textes, en un seul exemplaire, qui sera déposé dans les archives du Gouvernement des Pays-Bas et dont une copie certifiée conforme sera remise, par la voie diplomatique, à chacun des Etats représentés à la Neuvième session de la Conférence de La Haye de droit international privé, ainsi qu'à l'Irlande, à l'Islande, au Liechtenstein et à la Turquie.

Pour la République Fédérale d'Allemagne,
For the Federal Republic of Germany,

(s.) Dr. J. LONS

Pour l'Autriche,
For Austria,

(s.) Dr. GEORG AFUHS

Pour la Belgique,
For Belgium,

(s.) W. VAN CAUWENBERG
10 Maart 1970

Pour le Danemark,
For Denmark,

Pour l'Espagne,
For Spain,

Pour la Finlande,
For Finland,

(s.) H. v. KNORRING
le 13 mars 1962

Pour la France,
For France,

le 9 octobre 1961
(s.) ETIENNE COÏDAN

Pour la Grèce,
For Greece,

(s.) P. A. VERYKIOS

Pour l'Irlande,
For Ireland,

Pour l'Islande,
For Iceland,

Pour l'Italie,
For Italy,

(s.) R. GIUSTINIANI
15 décembre 1961

e) the extensions referred to in Article 13 and the date on which they take effect;

f) the denunciations referred to in the third paragraph of Article 14.

In witness whereof the undersigned, being duly authorised thereto, have signed the present Convention.

Done at The Hague the 5th October 1961, in French and in English, the French text prevailing in case of divergence between the two texts, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Ninth session of the Hague Conference on Private International Law and also to Iceland, Ireland, Liechtenstein and Turkey.

Pour le Japon,
For Japan,

(s.) MASATO FUJISAKI
12 March 1970

Pour le Liechtenstein,
For Liechtenstein,

(s.) E. DE HALLER
18.IV.62

Pour le Luxembourg,
For Luxemburg,

(s.) J. KREMER

Pour la Norvège,
For Norway,

Pour les Pays-Bas,
For the Netherlands,

(s.) H.R. VAN HOUTEN
30-11-62

Pour le Portugal,
For Portugal,

(s.) CARLOS DE LIZ BRANQUINHO
20-8-65

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord,
For the United Kingdom of Great Britain and Northern Ireland,

(s.) A.N. NOBLE
19th Oct. 1961

Pour la Suède,
For Sweden,

Pour la Suisse,
For Switzerland,

(s.) M. SCHERLER

Pour la Turquie,
For Turkey,

(s.) F. KEPENEK
8-5-962

Pour la Yougoslavie,
For Yougoslavia,

(s.) RADE LUKIĆ
(sous réserve de la ratification)

ANNEXE A LA CONVENTION

Modèle d'apostille

L'apostille aura la forme d'un carré
de 9 centimètres de côté au minimum

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Pays: .....

Le présent acte public

2. a été signé par .....
3. agissant en qualité de .....
4. est revêtu du sceau/timbre de .....
.....

Attesté

5. à ..... 6. le .....
7. par .....
.....
8. sous N° .....
9. Sceau/timbre: 10. Signature:
....

ANNEX TO THE CONVENTION

Model of certificate

The certificate will be in the form of a square
with sides at least 9 centimetres long

APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. Country: .....

This public document

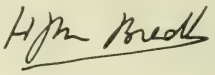
2. has been signed by .....
3. acting in the capacity of .....
4. bears the seal/stamp of .....
.....

Certified

5. at ..... 6. the .....
7. by .....
8. N°. .....
9. Seal/stamp: 10. Signature:
....

Copie certifiée conforme à l'original

Chef du Bureau de Publication
des Traités
du Ministère des Affaires Etrangères
du Royaume des Pays-Bas:



NETHERLANDS

Defense: Storage of Materiels

Agreement effected by exchange of notes
Signed at The Hague January 15, 1981;
Entered into force August 20, 1981.

73-634 - 88 - 29

The American Ambassador to the Dutch Minister for Foreign Affairs

The Hague, January 15, 1981

No. 3

Excellency:

I have the honor to refer to recent discussions between our Governments which lead both parties to believe that, in order to strengthen in the framework of the North Atlantic Treaty [1] the individual and collective capacity to resist armed attack, the United States Government has an increasing need for storage sites in the Netherlands.

It has therefore been agreed that:

1. The Government of the Netherlands will permit the storage of prepositioned war readiness materiels by U.S. forces as mutually agreed. Prepositioned war readiness materiels include items such as prepositioned organizational materiel, Theater War Reserves and other stocks including conventional ammunition.

2. Representatives of the Netherlands Ministry of Defense and the United States Department of Defense will implement the present note with arrangements setting forth the terms and conditions concerning provision, operation, and funding of the storage sites.

His Excellency

C. A. van der Klaauw,

Minister for Foreign Affairs of

The Netherlands.

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

Unless otherwise agreed, operation of the storage sites will be by the Netherlands. The agreement effected by exchange of notes signed at the Hague on 7 March 1952 [1] concerning Relief from Taxation on Defense Expenditures shall apply to expenditures in implementation of the storage program.

3. The arrangements entered into pursuant to paragraph 2 will be consistent with the applicable Netherlands and U.S. laws and regulations and with applicable NATO regulations and procedures.

4. The provisions of the agreement signed in London on 19 June 1951 [2] between the parties to the North Atlantic Treaty regarding the status of their forces, together with such additional understandings as the two Governments have reached or may reach concerning the application of these provisions and any amendments thereto, shall govern the status of United States forces, including its personnel who are stationed or temporarily present in the Netherlands for the purposes of this agreement.

5. This agreement will remain in effect for the duration of the North Atlantic Treaty or until such time as the two Governments mutually agree upon its termination. It applies as regards the Kingdom of the Netherlands only to the European part of the Kingdom.

[1] TIAS 2563; 3 UST 4183.
[2] TIAS 2846, 5351, 7759; 4 UST 1792; 14 UST 531; 24 UST 2355.

If the foregoing provisions are acceptable to your Government, this note and Your Excellency's reply thereto indicating such acceptance shall be honored as constituting the agreement of our two Governments concerning this matter, which will come into force on the date of receipt by the United States Government of the notification of the Government of the Kingdom of the Netherlands that the procedures constitutionally required in the Kingdom have been fulfilled. [1]

[2]

[1] Aug. 20, 1981.
[2] Geri M. Joseph.

The Dutch Minister for Foreign Affairs to the American Ambassador

Treaties Department
DVE/VV-NA115

The Hague, 15 January 1981.

Excellency,

I have the honour to confirm the receipt of Your note of January 15, 1981, reference number 3, which reads as follows:

"I have the honour to refer to recent discussions between our Governments which lead both parties to believe that, in order to strengthen in the framework of the North Atlantic Treaty the individual and collective capacity to resist armed attack, the United States Government has an increasing need for storage sites in the Netherlands.

It has therefore been agreed that:
1. The Government of the Netherlands will permit the storage of prepositioned war readiness materials by US forces as mutually agreed. Prepositioned war readiness materials include items such as prepositioned organizational material, Theater War Reserves and other stocks including conventional ammunition.
2. Representatives of the Netherlands Ministry of Defense and the United States Department of Defense will implement the present note with arrangements setting forth the terms and conditions concerning provision, operation, and funding of the storage sites. Unless otherwise agreed, operation of the storage sites will be by the Netherlands. The agreement effected by exchange of notes signed at The Hague on 7 March 1952 concerning Relief from Taxation on Defense Expenditures shall apply to expenditures in implementation of the storage program.

To Her Excellency
the Ambassador of the
United States of America
at
The Hague.

3. The arrangements entered into pursuant to paragraph 2 will be consistent with the applicable Netherlands and US laws and regulations and with applicable NATO regulations and procedures.
4. The provisions of the agreement signed in London on 19 June 1951 between the parties to the North Atlantic Treaty regarding the status of their forces, together with such additional understandings as the two Governments have reached or may reach concerning the application of these provisions, and any amendments thereto, shall govern the status of United States forces, including its personnel who are stationed or temporarily present in the Netherlands for the purposes of this agreement.
5. This agreement will remain in effect for the duration of the North Atlantic Treaty or until such time as the two Governments mutually agree upon its termination. It applies as regards the Kingdom of the Netherlands only to the European part of the Kingdom.

If the foregoing provisions are acceptable to Your Government, this note and Your Excellency's reply thereto indicating such acceptance shall be honoured as constituting the agreement of our two Governments concerning this matter, which will come into force on the date of receipt by the United States Government of the notification of the Government of the Kingdom of the Netherlands that the procedures constitutionally required in the Kingdom have been fulfilled."

I have the honour to inform You that the contents of Your note are acceptable to my Government and that this note and Your Excellency's note constitute an agreement between the Kingdom of the Netherlands and the United States of America which will enter into force on the date of receipt by the United States Government of the notification of the Government of the Kingdom of the Netherlands that the procedures constitutionally required in the Kingdom have been fulfilled.

Please accept Excellency, the assurance of my highest consideration.

C.A. van der Klaauw

C.A. van der Klaauw
Minister for Foreign Affairs

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Finance: Gold Exchange

Agreement signed at London January 16, 1981;
Entered into force January 16, 1981.

AGREEMENT BETWEEN THE LORDS COMMISSIONERS OF HER MAJESTY'S TREASURY AND THE UNITED STATES TREASURY

This Agreement is made the 16th day of January, 1981 between the Lords Commissioners of Her Majesty's Treasury on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland ("HMG") and the Department of the Treasury of the United States of America ("United States Treasury").

1. The United States Treasury agrees to purchase from HMG, and HMG agrees to place at the disposal of the United States Treasury (for credit at the Bank of England ("the Bank") to the "Federal Reserve Bank of New York, as fiscal agent, U.S. Treasury, Gold Custody Account"), at the time provided in clause 5, good delivery London bars containing 1,632,917.746 Troy ounces of fine gold ("Parcel 1").

2. In consideration of the aforesaid purchase by the United States Treasury, HMG agrees to purchase at the same time and the United States Treasury agrees to place at the disposal of HMG and hold in safe custody for HMG at the U.S. Treasury, New York Assay Office United States government-stamped bars containing 1,633,090.535 Troy ounces of fine gold ("Parcel 2").

3. HMG will pay U.S.$97,237.01 to the United States Treasury General Account at the Federal Reserve Bank of New York, which represents the net difference between the fine Troy ounces of gold transferred pursuant to clauses 1 and 2, valued at the price in U.S. dollars per fine Troy ounce of gold determined at the morning fixing of the price of gold in London on January 16, 1981.

4. HMG represents and agrees that the gold in Parcel 1 shall, at the time of the transfer, be beneficially and legally owned by HMG free and clear of liens, charges, encumbrances, claims or defects and that, upon transfer of title pursuant to clause 5, the title to the gold in Parcel 1 will be beneficially and legally owned by the United States Treasury free and clear of liens, charges, encumbrances, claims or defects. The United States Treasury represents and agrees that the gold in Parcel 2 shall, at the time of the transfer, be beneficially and legally owned by the United States free and clear of liens, charges, encumbrances, claims or defects and that, upon transfer of title pursuant to clause 5, the title to the gold will be beneficially and legally owned by HMG.

5. (a) Before 24.00 hours (London time) on January 16, 1981 or such other time as the parties may agree the United States Treasury shall identify the gold to be included in Parcel 2 by physically segregating such gold and labelling it as the property of Her Majesty's Treasury on behalf of the Government of the United Kingdom of Great Britain and

Northern Ireland; HMG shall identify the gold to be included in Parcel 1 by allocating such gold to the account at the Bank referred to in clause 1.

(b) As soon as practicable after the steps provided for in (a) above have been taken, each party shall confirm by tested telex to the other, (i) that such party is transferring title to Parcel 1 or Parcel 2, as the case may be, to the other party in accordance with and subject to this Agreement, (ii) that such party has made appropriate entries on its records to reflect transfer of title to such Parcel to the other party, (iii) the number of bars and aggregate weight in fine Troy ounces, and, in the case of Parcel 2, (iv) confirming that the United States Treasury has physically segregated the gold in such Parcel at the United States Assay Office, New York, New York and labelled such gold as provided in (a) above. Weight lists and other details shall be sent by each party to the other promptly thereafter.

(c) At such time as the Federal Reserve Bank of New York ("FRBNY") has received the confirmation provided for in (b) above from the Bank on behalf of HMG, and the Bank has received the confirmation provided for in (b) above from the FRBNY on behalf of the United States Treasury (and regardless of any provisions of this Agreement regarding delivery and without any other action whatsoever), title to Parcel 1 shall be transferred to and shall vest in the United States Treasury and title to Parcel 2 shall be transferred to and shall vest in HMG, such transfers and

vesting to be simultaneous. Acceptance of delivery by each party shall occur at the same time; provided that these acceptances shall not affect in any way the obligations set forth in clause 7.

(d) For the purpose of sending and receiving such tested telexes, weight lists and other details as provided for in this clause 5 the United States Treasury appoints FRBNY as its agent and HMG appoints the Bank as its agent.

6. The United States Treasury may, on demand, make withdrawals of gold subject to this Agreement, from its gold custody account at the Bank, and HMG may, on demand, make withdrawals of its gold subject to this Agreement held in custody by the United States Treasury, New York Assay Office, provided that all demands shall be expressed in numbers of Troy ounces of fine gold. Settlement shall be made in whole bars of customary sizes in approximately but not exceeding the amount of gold so demanded. The establishment and maintenance of deposits and the withdrawals of gold by the United States Treasury and by HMG from the respective custody of the Bank and the United States Treasury shall be without charge. Except as set forth in clause 7, delivery by the custodian of gold subject to this Agreement outside the respective premises of the Bank or the United States Assay Office shall be at the expense and risk of owner of such gold.

7. If HMG so requests, at any time not later than September 30, 1981, the United States Treasury agrees to deliver Parcel 2 or any gold substituted therefor pursuant

to clause 8 under this Agreement or any then remaining portion of such Parcel or substituted gold to the vaults of the Bank as soon as practicable after the date of such request. Such delivery shall in any case be made within 14 days of such request. Subject to clause 8 such delivery shall be considered completed only when Parcel 2 has been delivered to the vaults of the Bank free and clear of all liens, encumbrances, charges, claims or defects. The United States Treasury shall bear all risk and expense (except for any import duties or other taxes or imposts levied by HMG) of such delivery.

8. Should HMG be unable to withdraw, on demand, any gold in Parcel 2 held in custody at the United States Treasury, New York Assay Office for any reason whatsoever ("blocked gold"), the United States Treasury agrees to deliver as soon as practicable a quantity of other gold to the Bank which the United States Treasury will use its best endeavours to ensure is at least the same in fineness (but in any case no less than 995.0 fine) and which shall be at least of the same fine weight as the blocked gold and otherwise at least the same in value. Upon delivery to the Bank at its vaults of such other gold and the transfer to HMG of all right, title and interest therein, free and clear of all liens, charges, encumbrances, claims or defects, HMG shall transfer title to the blocked gold to

the United States Treasury without any representation or warranty with respect thereto and will arrange delivery or custody of the blocked gold as the United States Treasury may direct at the United States Treasury's risk and expense. Delivery of other gold in accordance with this paragraph shall satisfy the United States Treasury's obligations under clause 7. The last sentence of clause 7 shall additionally apply to any delivery by the United States Treasury under this paragraph.

9. Each party hereto agrees that it will not set-off or attempt to set-off, or otherwise make a claim against or reduce, the gold held by or for the other party to this Agreement, as a result of any claim that it may have against such other party however arising.

10. The United States Treasury agrees to pay all its costs and expenses arising out of or in connection with this Agreement and the performance hereof and will make its best efforts to obtain appropriated funds in order to reimburse HMG for all reasonable costs and expenses arising out of or in connection with this Agreement and the performance hereof (including any expenses or liabilities arising out of litigation).

11. Should HMG request the United States Treasury to purchase gold held in custody at the United States Treasury, New York Assay Office, in exchange for an approximately equivalent amount of gold (plus or minus any necessary cash settlement, with the gold valued as set forth in clause 3 on

the date of purchase) held by the United States Treasury at the Bank or the Federal Reserve Bank of New York, the United States Treasury agrees to purchase the gold if it holds the necessary amounts of gold at the location requested. Similarly, HMG agrees, upon request of the United States Treasury, to purchase the gold on deposit at the Bank in exchange for an approximately equivalent amount of gold (plus or minus any necessary cash settlement, with the gold valued as set forth in clause 3 on the date of purchase) held by HMG at the United States Treasury, New York Assay Office, if it holds the necessary amounts of gold at such location.

12. For purposes of this Agreement, United States Treasury weights and assays shall be final as to gold at the United States Treasury, New York Assay Office, and Bank weights and assays shall be final as to gold at the Bank.

13. Any notice or other communication required or permitted hereunder shall be sufficiently given if made or sent by telephone, telex, cable or facsimile transmission immediately confirmed by registered or certified airmail addressed

in the case of HMG to:

Bank of England
Threadneedle Street
London EC2R BAH

Attention:

Foreign Exchange Division

in the case of the United States Treasury to:

Federal Reserve Bank of New York, Fiscal Agent
of the United States
33 Liberty Street
New York, New York 10045

Attention:

Foreign Department

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in London, England as of the date first above written.

THE LORDS COMMISSIONERS OF HER MAJESTY'S TREASURY

By Roger G. Lavelle [1]
Duly Authorized by the Lords Commissioners

DEPARTMENT OF THE TREASURY OF
THE UNITED STATES OF AMERICA

By James E. Ammerman [2]
The Secretary or his duly authorized representative

[1] Roger G. Lavelle.
[2] James E. Ammerman.

SUDAN

Agricultural Commodities

Agreement signed at Khartoum January 19, 1981;
Entered into force January 19, 1981.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

FOR SALES OF AGRICULTURAL COMMODITIES

Agreement between the Government of the United States of America and the Government of the Democratic Republic of the Sudan under Public Law 480 Title I[1] Program.

The Government of the United States of America and the Government of the Democratic Republic of the Sudan have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the preamble, Part I and III of the December 24, 1977[2] Agreement together with the following Part II.

PART II. Particular Provisions:

ITEM I. COMMODITY TABLE:

-- Commodity	Supply Period (U.S. FY)	Approximate Max. Quantity (Metric Tons)	Max.Export Market Value (Millions)
Wheat/Wheat Flour (Grain equivalent basis)	1981	20,800	Dols. 5.0

ITEM II. PAYMENT TERMS: Convertible Local Currency Credit (40 years)

1. Initial payment - none.
2. Currency use payment - five (5) percent.
3. Number of installment payments - thirty-one (31).
4. Amount of each installment payment - approximately equal annual installments.
5. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.
6. Initial interest rate - two (2) percent.
7. Continuing interest rate - three (3) percent.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9157; 29 UST 5873.

ITEM III. USUAL MARKETING TABLE:

-- Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain equivalent basis)	1981	149,000

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of the Agreement, the commodities which may not be exported are wheat, wheat flour, rolled wheat, semolina, farina or bulgar (or the same product under a different name).

ITEM V. SELF-HELP MEASURES:

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sudan will undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

1. Continue to support and implement those agricultural policies within the framework of its stabilization program which are designed to increase agricultural production, export earnings, and rural incomes. These measures should include adjustments in export taxes and inland and water taxes, and improved and expanded incentives and support services for agricultural producers.

2. Increase support for activities in applied agricultural research which will directly benefit both traditional and modern producers through increased production yields and other means. As part of this effort the GOS will:

a. Increase funding for the Agricultural Research Corporation to assist its research activities directed towards improving production, marketing, and storage of food grains.

b. Provide funding for the Yambio Agricultural Research Station to construct and operate its new adaptive research and training station.

3. Expand and improve services and incentives for livestock herders and small farmers to assist in their efforts to increase productivity in food crop and livestock production. As part of this effort, the GOS will:

a. Expand and upgrade its local extension activities.

b. Improve its credit facilities for small producers.

c. Provide funds for the Ministry of Agriculture's Livestock and Meat Marketing Corporation to construct feed, water and veterinary stations and to implement disease programs for the benefit of traditional livestock herders.

d. Assist the Ministry of Agriculture in its efforts to improve its livestock and crop production programs in the six southern provinces.

e. Provide funds to the Rural Water Corporation (RWC) to construct aquifers, water stations, and hand wells and to undertake ground water research.

f. Provide funds to the Rural Water Development Department of the Southern Regional Ministry to construct and rehabilitate haffirs, wells, and pump maintenance workshops.

4. Support research and implement programs to reduce desertification and soil erosion and to restore previously degraded areas. As part of this effort, the GOS will provide funding for the projects detailed in the Desert Encroachment Control and Rehabilitation Program.

5. Implement measures to upgrade the ability of the national and provincial government agencies in Sudan to develop, implement and evaluate development projects throughout the country. As part of this effort, the GOS will:

a. Provide funds to the decentralized Rural Planning Program for both capital and operating expenditures.

b. Contribute program support funds to the Provincial Development Fund to be used to finance eligible projects at the local level which will be self-help in nature and designed to increase agricultural production, improve health education and social services, conserve limited natural resources, and improve credit availability for small-scale farmers.

c. Expand training programs and opportunities for mid-level management and technical personnel throughout those government agencies responsible for development planning and programs.

6. Expand and improve social services provided by the Ministry of Health (MOH) and other related agencies to the rural poor population of Sudan. Among the activities and programs to be undertaken should be construction of Primary Health Care warehouses for drugs and medical supplies, construction of Primary Health Care units and dispensaries, construction of safe water wells, and the administration of training programs for Ministry of Health personnel.

7. In cooperation with appropriate National/International organizations and the Government of the United States of America, namely The United States Department of Agriculture/United States Agency for International Development, conduct an official review of the current supply, distribution and trade data in the Agricultural Sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480 - type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for PL 480 programming.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the following development sector, Agriculture and Rural Development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

ITEM VII.

Notwithstanding the provision in the Title I Agreement of December 24, 1977 found in Part III A subparagraph 2 which provides for entry into force of said agreement upon U.S. Embassy receipt of notification of the completion of the constitutional procedures for ratification required by applicable law of the Democratic Republic of Sudan, the present agreement shall become effective immediately upon signature of the two parties shown below.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Khartoum in duplicate the 19th day of January, 1981.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

BY: [1]

TITLE:

DATE: 19th January 1981

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: [2]

TITLE: Ambassador

DATE: Jan. 19, 1981

[1] Farouk Al Magboul.
[2] C. William Kontos.

ST. VINCENT AND THE GRENADINES

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Bridgetown and Kingstown December 11, 1980
and January 20, 1981;
Entered into force January 20, 1981.

The American Embassy to the St. Vincentian Ministry of Foreign Affairs

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of St. Vincent and the Grenadines and has the honor to refer to certain requirements of the United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program. The provisions of the United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without consent of the United States Government:

   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee, or agent of the recipient government; or

   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such articles (including training materials) as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of the Government of St. Vincent and the Grenadines may include training related to defense articles with respect to which the agreement of the Government of St. Vincent and the Grenadines to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the

Government of St. Vincent and the Grenadines shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of St. Vincent and the Grenadines the assurances of its highest consideration.

Embassy of the United States of America,

Bridgetown, December 11, 1980.

The St. Vincentian Ministry of Foreign Affairs to the American Embassy

No 2/81

20th January, 1981

The Ministry of Foreign Affairs of St. Vincent and the Grenadines presents its compliments to the Embassy of the United States of America of Barbados and with reference to its Telex No. 5423 of 12 December 1980[1] regarding certain requirements of the United States law concerning the provisions of training relating to defence articles under the United States International Military Education and Training (IMET) Programme, has the honour to inform them that the conditions outlined in their Telex under reference are acceptable to the Government of St. Vincent and the Grenadines.

The Ministry of Foreign Affairs of St. Vincent and the Grenadines avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

O.S. Barrow
Permanent Secretary

[1] Should read "11 December 1980". See pp. 2–4.

NORWAY

Fisheries off the Coasts of the United States

Agreement signed at Washington January 26, 1981;
Entered into force May 15, 1981.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF NORWAY
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

The Government of the United States of America and the Government of Norway,

Considering their common concern for the rational management, conservation and optimum utilization of fish stocks off the coasts of the United States;

Recognizing that the United States has established a fishery conservation zone within 200 nautical miles of its coasts within which the United States exercises fishery management authority over all fish and that the United States also exercises such authority over the living resources of the continental shelf appertaining to the United States and to anadromous species of fish of United States origin throughout their migratory range; and

Desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual concern over which the United States exercises fishery management authority;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to insure effective conservation, optimum utilization and rational management of the fisheries of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be

conducted by nationals and vessels of Norway for the living resources over which the United States exercises fishery management authority as provided by United States law.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises fishery management authority" means all fish within the fishery conservation zone of the United States, except highly migratory species, all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters, and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species.

3. "fishery" means

a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics; and

b. any fishing for such stocks;

4. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing means

a. the catching, taking or harvesting of fish;

b. the attempted catching, taking or harvesting of fish;

c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish;

d. any operations at sea directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity conducted by a scientific vessel;

6. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

a. fishing; or

b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which in the course of their life cycle, spawn and migrate over great distances in waters of the ocean;

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears; and

9. "authorized enforcement officer" means persons authorized by the Government of the United States to enforce the provisions of this Agreement, who, in most cases, will be agents of the United States National Marine Fisheries Service and officers of the United States Coast Guard.

ARTICLE III

1. Subject to the terms of this Agreement, the Government of the United States is willing to allow access for fishing vessels of Norway to harvest, in accordance with terms and conditions to be established in permits issued under Article VII, an allocation of that portion of the total

allowable catch for a specific fishery that will not be harvested by United States fishing vessels.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks,

a. the total allowable catch for each fishery on the basis of the best available scientific evidence, taking into account the interdependence of stocks, internationally accepted criteria, and all other relevant factors;

b. the harvesting capacity of United States fishing vessels in respect of each fishery;

c. the portion of the total allowable catch for a specific fishery that, on an annual basis, will not be harvested by United States fishing vessels; and

d. the allocation of such portion that can be made available to qualifying fishing vessels of Norway.

3. In implementation of paragraph 2.d. of this Article, the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a

continuing basis, the optimum yield from each fishery. Such measures may include, inter alia:

a. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;

b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;

c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each vessel of the total fleet may engage in a designated area for a specified fishery;

d. requirements as to the types of gear that may, or may not, be employed; and

e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

4. The Government of the United States shall notify the Government of Norway of the determinations provided for by this Article on a timely basis.

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ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of Norway, the Government of the United States will promote the objective of optimum utilization of the living resources, taking into account, inter alia, cooperation in enhancing trade and trade opportunities for Unites States fisheries including access to foreign markets and purchases of United States fishery products, cooperation in enforcement, the extent to which the fish harvested in the United States zone are required for domestic consumption in Norway, contribution to the growth of the United States fishing industry including the transfer of harvesting and processing technology and the minimization of gear conflict, traditional fishing if any, contribution to fishery research and identification of stocks, and such other matters as are deemed appropriate by the United States.

ARTICLE V

The Government of Norway shall undertake to cooperate with and assist the United States in promoting the development of the United States fishing industry and increasing United States fishery exports by providing information and technical assistance, sharing expertise, transferring harvesting or processing technology to the United States fishing industry, facilitating appropriate joint venture or other arrangements, and taking such other actions as may be appropriate and mutually beneficial.

ARTICLE VI

The Government of Norway shall take all necessary measures to insure:

1. that nationals and vessels of Norway refrain from fishing for living resources over which the United States exercises fishery management authority except as authorized pursuant to this Agreement;
2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States; and
3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VII

The Government of Norway may submit an application to the Government of the United States for a permit for each fishing vessel of Norway that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with the Annex, which constitutes an integral part of this Agreement. The Government of the United States may

require the payment of reasonable fees for such permits and for fishing in the United States fisheries zone.

ARTICLE VIII

The Government of Norway has and shall continue to prohibit nationals and vessels of Norway from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States fishery conservation zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE IX

The Government of Norway shall insure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of Norway is prominently displayed in the wheelhouse of such vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each vessel;

3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall

be accorded the equivalent rank of ship's officer while aboard such vessel, and, further, the Government of the United States shall be reimbursed for the costs incurred in the utilization of observers;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to a vessel owner or operator for any cause arising out of the conduct of fishing activities under this Agreement; and

5. all necessary measures are taken to insure the prompt and adequate compensation of United States citizens for any loss, or damage to, their fishing vessels, fishing gear or catch that is caused by any fishing vessel of Norway as determined by applicable United States procedures.

ARTICLE X

The Government of Norway shall take all appropriate measures to the extent permissable under its national laws to ensure that each vessel of Norway authorized to fisn pursuant to this Agreement, and any other Norwegian fishing vessel that engages in fishing for living resources subject to the fishery management authority of the United States, shall allow and assist the boarding and inspection of such vessel by any duly authorized

enforcement officer of the United States, and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

ARTICLE XI

1. The Government of the United States will impose appropriate penalties, in accordance with the laws of the United States, on vessels of Norway or their owners or operators, that violate the requirements of this Agreement or of any permit issued hereunder.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. The representatives of the United States will recommend to the court in any case arising out of fishing activities under this Agreement that the penalty for violation of fishery regulations not include imprisonment or any other form of corporal punishment.

4. In cases of seizure and arrest of a vessel of Norway by the authorities of the Government of the United States, notification shall be given promptly through diplomatic channels informing the Government of Norway of the action taken and of any penalties subsequently imposed.

ARTICLE XII

1. The Governments of the United States and Norway shall cooperate in the conduct of scientific research required for the purpose of managing and conserving living resources subject to the fishery management authority of the United States, including the compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of an annual research plan on stocks of mutual concern through correspondence or meetings as appropriate, and may modify it from time to time by mutual agreement. The agreed annual research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare research plans and review progress, and jointly conducted research projects.

3. The conduct of agreed research during regular commercial fishing operations on board a fishing vessel of Norway in the United States fishery conservation zone shall not be deemed to change the character of the vessel's activities from fishing to scientific research. Therefore, it will still be necessary to obtain a permit for the vessel in accordance with Article VII.

4. The Government of Norway shall cooperate with the Government of the United States in the implementation of procedures for collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the United States.

ARTICLE XIII

The Government of the United States and the Government of Norway shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE XIV

Should the Government of the United States indicate to the Government of Norway that nationals and vessels of the United States wish to engage in fishing in the fishery conservation zone of Norway, or its equivalent, the Government of Norway will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XV

Nothing contained in the present Agreement shall affect other agreements in force between the two Governments or prejudice the positions of either Government with respect to the law of the sea or the Third United Nations Conference on the Law of the Sea.

ARTICLE XVI

1. This Agreement shall enter into force on a date to be mutually agreed by exchange of notes, upon the completion of internal procedures of both Governments[1] and shall remain in force until July 1, 1985, unless extended by exchange of notes between the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement after giving notice of such termination six months in advance.

2. This Agreement shall be subject to review by the two Governments two years after its entry into force or upon the conclusion of a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Washington, January 26, 1981, in the English and Norwegian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

W D Busby[2]

FOR THE GOVERNMENT OF NORWAY:

Knut Hedemann[3]

[1] May 15, 1981.
[2] M. D. Busby.
[3] Knut Hedemann.

ANNEX

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of Norway to engage in fishing for living resources over which the United States exercises fishery management authority:

1. The Government of Norway may submit an application to the competent authorities of the United States for each fishing vessel of Norway that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify

   a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

   b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

   c. a specification of each fishery in which each vessel wishes to fish;

d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;

e. the ocean area in which, and the season or period during which, such fishing would be conducted; and

f. such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions related to fishery management and conservation may be needed, and what fee will be required. The Government of the United States shall inform the Government of Norway of such determinations.

4. The Government of Norway shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of Norway and the payment of any fees, the Government of the United States shall approve the application and issue a permit for each Norwegian fishing vessel, which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific vessel and shall not be transferred.

6. In the event the Government of Norway notifies the Government of the United States of its objections to specific conditions and restrictions, the two sides may consult with respect thereto and the Government of Norway may thereupon submit a revised application.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Governments.

Agreed Minutes

The representatives of the Government of the United States and the Government of Norway have agreed to record the following in connection with the Agreement between the Government of the United States of America and the Government of Norway Concerning Fisheries off the Coast of the United States:

With respect to Article IX, paragraph 5, of the Agreement, the representatives of both Governments noted that the Governments of the United States and Norway may wish to consider establishing a joint fisheries claim board in the event Norwegian vessels fish in the United States fishery conservation zone pursuant to the Agreement.

With respect to Article XII, concerning exchanges of scientists, meetings of scientists, or sending of scientists to work on jointly conducted research projects under an agreed annual research plan, the representatives of both Governments noted that the competent agencies of the two Governments may agree that the dispatching party shall cover round trip travel expenses and the receiving party shall bear the expenses of lodging, board and local transportation within its territory and aboard its vessels, when this would be advantageous to the implementation of the agreed activity.

AVTALE

mellom

AMERIKAS FORENTE STATERS REGJERING

og

NORGES REGJERING

om

fiskerier ved De Forente Staters kyster

Amerikas Forente Staters Regjering og Norges Regjering,

Som tar i betraktning at de har felles interesse i rasjonell forvaltning, vern og optimal utnyttelse av fiskebestandene ved De Forente Staters kyster;

Som erkjenner at De Forente Stater har opprettet en fiskerisone på 200 nautiske mil innenfor hvilken De Forente Stater utøver forvaltningsmyndighet over all fisk, og at De Forente Stater utøver slik myndighet også over levende ressurser på De Forente Staters kontinentalsokkel og over anadrome fiskearter som har sin opprinnelse i De Forente Stater, over hele deres vandreområde; og

Som ønsker å fastsette rimelige vilkår og betingelser for fiskerier av felles interesse som De Forente Stater utøver forvaltningsmyndighet over;

Er blitt enige om følgende:

ARTIKKEL I

Formålet med denne Avtale er å sikre effektivt vern, optimal utnyttelse og rasjonell forvaltning av fiskerier av felles interesse ved De Forente Staters kyster og å skape en felles forståelse for prinsippene og fremgangsmåten i henhold til hvilke norske statsborgere og fartøyer kan drive fiske etter levende ressurser som De Forente Stater utøver forvaltningsmyndighet over i henhold til De Forente Staters lovgivning.

ARTIKKEL II

I denne Avtale betyr uttrykket:

1. "levende ressurser som De Forente Stater utøver forvaltningsmyndighet over" all fisk innenfor De Forente Staters fiskerisone, med unntak av sterkt vandrende fiskearter, alle anadrome fiskearter som gyter i De Forente Staters ferskvann eller elvemunninger og vandrer

ut i havet, og alle levende ressurser på De Forente Staters kontinentalsokkel;

2. "fisk" alle fisker, bløtdyr, krepsdyr og andre former for dyre- og planteliv i sjøen, unntatt sjøpattedyr, fugler og sterkt vandrende arter;

3. "fiskeri"

a. en eller flere fiskebestander som kan behandles som en enhet for så vidt angår vern og forvaltning, og som kan identifiseres på grunnlag av geografiske, vitenskapelige, tekniske, rekreative og økonomiske kjennetegn, og

b. ethvert fiske på slike bestander;

4. "fiskerisone" en sone som støter opp til De Forente Staters sjøterritorium, og hvis yttergrense er en linje hvor ethvert punkt ligger 200 nautiske mil fra grunnlinjen for beregning av De Forente Staters sjøterritorium;

5. "fiske"

a. enhver form for fangst av fisk,

b. forsøk på enhver form for fangst av fisk,

c. enhver annen virksomhet som rimeligvis kan forventes å resultere i noen form for fangst av fisk,

d. enhver aktivitet på havet som direkte er til støtte for, eller som forbereder, en virksomhet som er beskrevet under bokstavene a-c, forutsatt at dette ikke omfatter annen rettmessig bruk av det fri hav, herunder enhver vitenskapelig forskningsvirksomhet utført av et forskningsfartøy;

6. "fiskefartøy" ethvert fartøy, skip eller annen form for båt som brukes til, er utstyrt til å brukes til eller er av en type som normalt brukes til

a. fiske, eller

b. hjelp eller bistand for ett eller flere fartøyer på havet under utøvelsen av enhver virksomhet vedrørende fiske, herunder forberedelse, forsyning, lagring, kjøling, transport eller foredling;

7. "sterkt vandrende arter" arter av størjefisk som i løpet av sin livssyklus gyter og vandrer over store avstander i havet;

8. "sjøpattedyr" ethvert pattedyr som er morfologisk tilpasset havmiljøet, herunder havotere og medlemmer av ordnene Sirenia, Pinnipedia og Cetacea, eller som primært lever i havmiljøet, som for eksempel isbjørner; og

9. "bemyndiget håndhevingstjenestemann" personer som av De Forente Staters regjering har fått myndighet til å håndheve bestemmelsene i denne Avtale, og som i de fleste tilfelle vil være representanter for "United States National Marine Fisheries Service" og tjenestemenn i "United States Coast Guard".

ARTIKKEL III

1. Under hensyntagen til bestemmelsene i denne Avtale er De Forente Staters regjering villig til å gi adgang for norske fiskefartøyer til, i samsvar med de vilkår og betingelser som vil bli fastsatt i tillatelser utstedt i henhold til artikkel VII, å fange en kvote av den del av den totalt tillatte fangst i et bestemt fiskeri som ikke vil bli fanget av amerikanske fiskefartøyer.

2. De Forente Staters regjering skal, med forbehold for slike justeringer som måtte være nødvendige som følge av uforutsette forhold som innvirker på bestandene, årlig fastsette -

a. den totalt tillatte fangst for hvert fiskeri på grunnlag av det beste foreliggende vitenskapelige materiale og under hensyntagen til bestandenes innbyrdes avhengighet, internasjonalt godtatte kriterier og alle andre relevante faktorer,

b. fangstkapasiteten for amerikanske fiskefartøyer med hensyn til hvert fiskeri,

c. den del av den totalt tillatte fangst for et bestemt fiskeri som på årsbasis ikke vil bli fanget av amerikanske fiskefartøyer, og

d. den kvote av en slik del som kan stilles til rådighet for godkjente norske fiskefartøyer.

3. Ved gjennomføringen av nr. 2 bokstav d skal De Forente Stater hvert år treffe de tiltak som er nødvendige for å hindre overfiske, samtidig som det fortsatt oppnås optimalt utbytte av hvert fiskeri. Slike tiltak kan omfatte blant annet:

a. nærmere angitte områder og tidsrom hvor fiske skal tillates, begrenses eller drives kun av bestemte typer fiskefartøyer eller med bestemte typer og mengder av fiskeredskaper;

b. begrensninger i fangst av fisk på grunnlag av område, art, størrelse, antall, vekt, kjønn, bifangst, samlet biomasse og andre faktorer;

c. begrensninger i antall og typer fiskefartøyer som kan drive fiske, og/eller i antall dager hvert av den samlede flåtes fartøyer kan fiske innenfor et nærmere angitt område etter et bestemt fiskeslag;

d. krav med hensyn til typer av fiskeredskaper som kan eller ikke kan brukes; og

e. krav som tar sikte på å lette håndhevingen av slike vilkår og restriksjoner, herunder vedlikehold av hensiktsmessig utstyr for posisjonsbestemmelse og identifikasjon.

4. De Forente Staters regjering skal i tide underrette Norges regjering om de avgjørelser som er truffet i henhold til denne artikkel.

ARTIKKEL IV

Ved fastsettelsen av den del av overskuddet som kan stilles til rådighet for norske fartøyer, vil De Forente Staters regjering ta sikte på å fremme optimal utnyttelse av de levende ressurser, under hensyntagen til blant annet samarbeid for å utvide handel og handelsmuligheter for amerikanske fiskerier, herunder adgang til utenlandske markeder og kjøp av amerikanske fiskeprodukter, samarbeid om håndheving, i hvilken utstrekning det er behov for fisk fanget i den amerikanske sone til forbruk i Norge, bidrag til vekst i amerikansk fiskerinæring, herunder overføring av fangst- og foredlingsteknologi og størst mulig begrensning av redskapskollisjoner, eventuelt tradisjonelt fiske, bidrag til fiskeriforskning og identifikasjon av

fiskebestander og slike andre forhold som De Forente Stater anser formålstjenlig.

ARTIKKEL V

Norges regjering forplikter seg til å samarbeide med og å bistå De Forente Stater i å fremme utviklingen av amerikansk fiskerinæring og øke amerikansk fiskeeksport ved å skaffe til veie opplysninger og teknisk bistand, gi del i sakkunnskap, overføre fangst- og foredlingsteknologi til amerikansk fiskerinæring, lette istandbringelsen av passende felles foretak eller andre ordninger og treffe andre tiltak som måtte være formålstjenlige og til fordel for begge parter.

ARTIKKEL VI

Norges regjering skal treffe alle nødvendige tiltak for å sikre -

1. at norske statsborgere og fartøyer avholder seg fra å fiske etter levende ressurser som De Forente Stater utøver forvaltningsmyndighet over, medmindre de har fått tillatelse i henhold til denne Avtale,

2. at alle fartøyer som har fått tillatelse, etterkommer bestemmelsene i tillatelser utstedt i henhold til denne

Avtale og gjeldende lovgivning i De Forente Stater, og

3. at den samlede kvote nevnt i artikkel III nr. 2 bokstav d ikke overskrides for noe fiskeri.

ARTIKKEL VII

Norges regjering kan søke De Forente Staters regjering om tillatelse for hvert enkelt norsk fiskefartøy som ønsker å drive fiske i fiskerisonen i henhold til denne Avtale. Slik søknad skal utferdiges og behandles i samsvar med Vedlegget, som utgjør en integrerende del av denne Avtale. De Forente Staters regjering kan kreve en passende avgift for utstedelse av slike tillatelser og for fiske i De Forente Staters fiskerisone.

ARTIKKEL VIII

Norges regjering har forbudt og skal fortsatt forby norske statsborgere og fartøyer å forstyrre, jage, fange eller drepe noe sjøpattedyr eller forsøke dette i De Forente Staters fiskerisone, medmindre noe annet måtte være fastsatt i en internasjonal avtale om sjøpattedyr som De Forente Stater er part i, eller i samsvar med særskilt tillatelse til og kontroll med bifangst av sjøpattedyr fastsatt av De Forente Staters regjering.

ARTIKKEL IX

Norges regjering skal sikre at følgende iakttas ved utøvelse av fiskeri i henhold til denne Avtale:

1. tillatelsen for hvert norsk fartøy er plassert på et iøynefallende sted i styrehuset på fartøyet;

2. hensiktsmessig utstyr for posisjonsbestemmelse og identifikasjon, som fastsatt av De Forente Staters regjering, er installert og holdes ved like på hvert fartøy;

3. observatører utpekt av De Forente Stater har på anmodning tillatelse til å borde ethvert slikt fiskefartøy og skal mens de er ombord på fartøyet, ha samme rang som skipsoffiser; videre skal De Forente Staters regjering refunderes de utgifter som har påløpt ved bruken av observatører;

4. det utpekes og opprettholdes representanter i De Forente Stater med myndighet til å motta og svare i ethvert søksmål reist i De Forente Stater mot eieren eller brukeren av et fartøy med hensyn til ethvert forhold som har sitt utspring i fiske i henhold til denne Avtale; og

5. alle nødvendige tiltak treffes for å sikre amerikanske statsborgere rask og fyllestgjørende erstatning for

ethvert tap av eller enhver skade på deres fiskefartøyer, fiskeredskaper eller fangst forårsaket av et norsk fiskefartøy, fastsatt etter gjeldende amerikansk behandlingsmåte.

ARTIKKEL X

Norges regjering skal, i den utstrekning dens nasjonale lovgivning tillater, treffe alle passende tiltak for å sikre at hvert norsk fartøy som har tillatelse til å fiske i henhold til denne Avtale, og ethvert annet norsk fiskefartøy som driver fiske etter levende ressurser som De Forente Stater utøver forvaltningsmyndighet over, tillater og bistår med at fartøyet bordes og inspiseres av en bemyndiget amerikansk håndhevingstjenestemann og samarbeider om slike håndhevingstiltak som måtte bli foretatt i henhold til De Forente Staters lovgivning.

ARTIKKEL XI

1. De Forente Staters regjering vil ilegge norske fartøyer eller deres eiere eller brukere passende straff, i samsvar med De Forente Staters lovgivning, dersom de overtrer bestemmelsene i denne Avtale eller i en tillatelse utstedt i henhold til den.

2. Oppbrakte fartøyer og deres mannskap skal straks settes fri, forutsatt at det stilles rimelig kausjon

eller annen sikkerhet som retten måtte fastsette.

3. De Forente Staters representanter vil i enhver sak som har sitt utspring i fiskerivirksomhet i henhold til denne Avtale, henstille til retten at straffen for brudd på fiskeriforskrifter ikke skal omfatte fengsling eller noen annen form for korporlig avstraffelse.

4. Dersom et norsk fartøy oppbringes og beslaglegges av De Forente Staters myndigheter, skal underretning straks gis gjennom diplomatiske kanaler til Norges regjering om de skritt som er tatt og om eventuell straff som senere er ilagt.

ARTIKKEL XII

1. De Forente Staters og Norges regjeringer skal samarbeide for å gjennomføre de vitenskapelige undersøkelser som er nødvendige for å forvalte og verne levende ressurser som De Forente Stater har forvaltningsmyndighet over, herunder innsamling av de beste tilgjengelige vitenskapelige opplysninger for forvaltning og vern av fiskebestander av felles interesse.

2. De to regjeringers kompetente organer skal samarbeide om å sette opp et årlig forskningsprogram med hensyn til fiskebestander av felles interesse, gjennom brevveksling eller møter, ettersom det passer, og kan endre det fra tid

til annen ved avtale. De avtalte årlige forskningsprogrammer kan omfatte, men er ikke begrenset til, utveksling av opplysninger og vitenskapsmenn, regelmessige møter mellom vitenskapsmenn for å planlegge forskningsprogrammer og gjennomgå fremgangen, samt felles forskningsprosjekter.

3. Gjennomføringen av avtalte undersøkelser under regulært kommersielt fiske ombord på et norsk fiskefartøy innenfor De Forente Staters fiskerisone skal ikke anses for å endre arten av fartøyets virksomhet fra fiske til vitenskapelige undersøkelser. Det er derfor fortsatt nødvendig å skaffe tillatelse for fartøyet i samsvar med artikkel VII.

4. Norges regjering skal samarbeide med De Forente Staters regjering om å gjennomføre fremgangsmåter for å samle inn og rapportere biostatistiske opplysninger og fiskeridata, herunder fangst- og innsatsstatistikker, i samsvar med fremgangsmåter som De Forente Stater vil fastsette.

ARTIKKEL XIII

De Forente Staters regjering og Norges regjering skal holde periodiske, bilaterale konsultasjoner om gjennomføringen av denne Avtale og utviklingen av videre samarbeid med hensyn til fiskeri av felles interesse, herunder opprettelsen av passende multilaterale organisasjoner for innsamling og analyse av vitenskapelige data angående

slike fiskerier.

ARTIKKEL XIV

Dersom De Forente Staters regjering overfor Norges regjering tilkjennegir at amerikanske statsborgere og fartøyer ønsker å drive fiske innenfor Norges fiskerisone eller tilsvarende, vil Norges regjering gi tillatelse til slikt fiske på gjensidighetsbasis og på vilkår som ikke er mer restriktive enn dem som er fastsatt i samsvar med denne Avtale.

ARTIKKEL XV

Intet i denne Avtale skal berøre andre avtaler som er i kraft mellom de to regjeringer, eller virke inn på noen av regjeringenes standpunkter med hensyn til havets folkerett eller De Forente Nasjoners tredje konferanse om havets folkerett.

ARTIKKEL XVI

1. Denne Avtale skal tre i kraft på en dag som skal avtales ved noteveksling mellom partene, etter at begge regjeringers interne behandling er avsluttet, og skal gjelde inntil 1. juli 1985, medmindre den forlenges ved

noteveksling mellom partene. Uten hensyn til det foregående kan hver av partene bringe denne Avtale til opphør ved oppsigelse med seks måneders varsel.

2. Denne Avtale skal gjennomgås av de to regjeringer to år etter at den er trådt i kraft, eller etter inngåelsen av en multilateral traktat som et resultat av De Forente Nasjoners tredje konferanse om havets folkerett.

TIL BEKREFTELSE PÅ DETTE har de respektive befullmektigede undertegnet denne Avtale.

UTFERDIGET i Washington 26. januar 1981 på engelsk og norsk, med samme gyldighet for begge tekster.

FOR AMERIKAS FORENTE STATERS REGJERING:

FOR NORGES REGJERING:

VEDLEGG

Fremgangsmåte ved søknad om og
utstedelse av tillatelser.

Følgende fremgangsmåte skal gjelde for søknad om og utstedelse av årlige tillatelser som gir norske fartøyer rett til å drive fiske etter levende ressurser som De Forente Stater utøver forvaltningsmyndighet over:

1. Norges regjering kan sende vedkommende myndigheter i De Forente Stater søknad for hvert enkelt fiskefartøy fra Norge som ønsker å drive fiske i henhold til denne Avtale. Slik søknad skal skrives på skjemaer som stilles til rådighet av De Forente Staters regjering for dette formål.

2. Hver søknad skal inneholde -

a. navn, registreringsnummer eller andre kjennetegn på hvert fiskefartøy som det søkes om tillatelse for, sammen med navn og adresse til eieren og brukeren av fartøyet,

b. tonnasje, kapasitet, hastighet, foredlingsutstyr, type og mengde av fiskeredskaper og andre opplysninger som det måtte spørres om angående fartøyets fiskerivirksomhet,

c. angivelse av hvert fiskeri som det enkelte fartøy

ønsker å delta i.

d. den fiske- eller fangstmengde etter art som hvert enkelt fartøy forventes å fiske i løpet av den tid tillatelsen er gyldig,

e. i hvilket havområde og i hvilken sesong eller hvilket tidsrom fisket vil bli drevet, og

f. andre relevante opplysnigner som det måtte spørres om, herunder ønskede omlastingsområder.

3. De Forente Staters regjering skal behandle hver enkelt søknad og fastsette hvilke vilkår og restriksjoner med tilknytning til fiskeriforvaltning og -bevaring som måtte være nødvendige, og hvilken avgift som vil bli krevet. De Forente Staters regjering skal underrette Norges regjering om disse avgjørelser.

4. Norges regjering skal deretter underrette De Forente Staters regjering om hvorvidt den godkjenner eller forkaster disse vilkår og restriksjoner og, i tilfelle den forkaster dem, hva den har å innvende.

5. Etter at Norges regjering har godkjent vilkårene og restriksjonene og betalt eventuelle avgifter, skal De Forente Staters regjering godkjenne søknaden og utstede tillatelse til hvert enkelt norsk fiskefartøy, som deretter skal ha rett til å fiske i samsvar med denne

Avtale og på de vilkår og betingelser som er fastsatt i tillatelsen. Tillatelser skal utstedes for et bestemt fartøy og skal ikke overdras.

6. Dersom Norges regjering underretter De Forente Staters regjering om at den har innvendinger mot bestemte vilkår og restriksjoner, kan de to parter konsultere hverandre om dette, og Norges regjering kan deretter sende en revidert søknad.

7. Fremgangsmåten i dette Vedlegg kan endres etter avtale ved noteveksling mellom de to regjeringer.

FELLESREFERAT

Representantene for De Forente Staters regjering og Norges regjering er blitt enige om å protokollere følgende i forbindelse med Avtalen mellom Amerikas Forente Staters regjering og Norges regjering om fiskerier ved De Forente Staters kyster:

Med hensyn til artikkel IX nr. 5 i Avtalen konstaterte representantene for begge regjeringer at De Forente Staters og Norges regjeringer kunne ønske å overveie opprettet en felles fiskeriskadenemnd dersom norske fartøyer fisker i De Forente Staters fiskerisone i henhold til Avtalen.

Med hensyn til artikkel XII, angående utveksling av vitenskapsmenn, møter mellom vitenskapsmenn, eller utsending av vitenskapsmenn som skal arbeide på forskningsprosjekter under felles ledelse i henhold til et avtalt årlig forskningsprogram, var begge regjeringers representanter enige om at de to regjeringers kompetente organer kan inngå avtale om at senderparten skal dekke reiseutgiftene tur-retur, og at mottagerparten skal bære utgiftene til innkvartering, kost og lokal transport innenfor dens territorium og ombord på dens fartøyer, dersom dette ville være til fordel for gjennomføringen av den avtalte virksomhet.

MULTILATERAL

Patents: Deposit of Microorganisms

Agreement amending the regulations to the treaty of April 28, 1977.
Adopted at Geneva January 20, 1981;
Entered into force January 31, 1981.

73-634 - 88 - 31

AMENDMENTS TO THE REGULATIONS UNDER THE BUDAPEST TREATY ON THE INTERNATIONAL RECOGNITION OF THE DEPOSIT OF MICROORGANISMS FOR THE PURPOSES OF PATENT PROCEDURE[1]

adopted by the Assembly of the Union for the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure (Budapest Union) on January 20, 1981

[1] TIAS 9768; 32 UST 1241.

Rule 5

Defaults by the International Depositary Authority

5.1 Discontinuance of Performance of Functions in Respect of Deposited Microorganisms

(a) [No change]

(b) [No change]

(c) [No change]

(d) [No change]

(e) In addition to any transfer effected under paragraph (a)(i), the defaulting authority shall, upon request by the depositor, transfer, as far as possible, a sample of any microorganism deposited with it together with copies of all mail or other communications and copies of all files and other relevant information referred to in paragraph (a)(ii) to any international depositary authority indicated by the depositor other than the substitute authority, provided that the depositor pays any expenses to the defaulting authority resulting from the said transfer. The depositor shall pay the fee for the storage of the said sample to the international depositary authority indicated by him.

(f) [No change]

5.2 [No change]

Rule 6

Making the Original Deposit or New Deposit

6.1 Original Deposit

(a) [No change in the introductory passage]

(i) an indication that the deposit is made under the Treaty and an undertaking not to withdraw it for the period specified in Rule 9.1;

(ii) [No change]

(iii) [No change]

(iv) [No change]

(v) an indication of the properties of the microorganism which are or may be dangerous to health or the environment, or an indication that the depositor is not aware of such properties.

(b) [No change]

6.2 New Deposit

(a) Subject to paragraph (b), in the case of a new deposit made under Article 4, the microorganism transmitted by the depositor to the international depositary authority shall be accompanied by a copy of the receipt of the previous deposit, a copy of the most recent statement concerning the viability of the microorganism which was the subject of the previous deposit indicating that the microorganism is viable and a written statement bearing the signature of the depositor and containing:

(i) the indications referred to in Rule 6.1(a)(i) to (v);

(ii) a declaration stating the reason relevant under Article 4(1)(a) for making the new deposit, a statement alleging that the microorganism which is the subject of the new deposit is the same as that which was the subject of the previous deposit, and an indication of the date on which the depositor received the notification referred to in Article 4(1)(a) or, as the case may be, the date of the publication referred to in Article 4(1)(e);

(iii) where a scientific description and/or proposed taxonomic designation was/were indicated in connection with the previous deposit, the most recent scientific description and/or proposed taxonomic designation as communicated to the international depositary authority with which the previous deposit was made.

(b) Where the new deposit is made with the international depositary authority with which the previous deposit was made, paragraph (a)(i) shall not apply.

(c) For the purposes of paragraphs (a) and (b) and of Rule 7.4, "previous deposit" means,

(i) where the new deposit has been preceded by one or more other new deposits: the most recent of those other new deposits;

(ii) where the new deposit has not been preceded by one or more other new deposits: the original deposit.

6.3 Requirements of the International Depositary Authority

(a) Any international depositary authority may require:

(i) that the microorganism be deposited in the form and quantity necessary for the purposes of the Treaty and these Regulations;

(ii) that a form established by such authority and duly completed by the depositor for the purposes of the administrative procedures of such authority be furnished;

(iii) that the written statement referred to in Rule 6.1(a) or 6.2(a) be drafted in the language, or in any of the languages, specified by such authority, it being understood that such specification must at least include the official language or languages indicated under Rule 3.1(b)(v);

(iv) that the fee for storage referred to in Rule 12.1(a)(i) be paid; and

(v) that, to the extent permitted by the applicable law, the depositor enter into a contract with such authority defining the liabilities of the depositor and the said authority.

(b) [No change]

6.4 Acceptance Procedure

(a) The international depositary authority shall refuse to accept the microorganism and shall immediately notify the depositor in writing of such refusal and of the reasons therefor:

(i) where the microorganism is not of a kind of microorganism to which the assurances furnished under Rule 3.1(b)(iii) or 3.3 extend;

(ii) where the properties of the microorganism are so exceptional that the international depositary authority is technically not in a position to perform the tasks in relation to it that it must perform under the Treaty and these Regulations;

(iii) where the deposit is received in a condition which clearly indicates that the microorganism is missing or which precludes for scientific reasons the acceptance of the microorganism.

(b) Subject to paragraph (a), the international depositary authority shall accept the microorganism when all the requirements of Rule 6.1(a) or 6.2(a) and Rule 6.3(a) are complied with. If any of those requirements are not complied with, the international depositary authority shall immediately notify the depositor in writing of that fact and invite him to comply with those requirements.

(c) When the microorganism has been accepted as an original or new deposit, the date of that original or new deposit, as the case may be, shall be the date on which the microorganism was received by the international depositary authority.

(d) The international depositary authority shall, on the request of the depositor and provided that all the requirements referred to in paragraph (b) are complied with, consider a microorganism, deposited before the acquisition by such authority of the status of international depositary authority, to have been received, for the purposes of the Treaty, on the date on which such status was acquired.

Rule 7

Receipt

7.1 [No change]

7.2 [No change]

7.3 Contents in the Case of the Original Deposit

[No change in the introductory passage]

(i) [No change]

(ii) [No change]

(iii) the date of the original deposit as defined in Rule 6.4(c);

(iv) [No change]

(v) [No change]

(vi) [No change]

7.4 Contents in the Case of the New Deposit

Any receipt referred to in Rule 7.1 and issued in the case of a new deposit effected under Article 4 shall be accompanied by a copy of the receipt of the previous deposit (within the meaning of Rule 6.2(c)) and a copy of the most recent statement concerning the viability of the microorganism which was the subject of the previous deposit (within the meaning of Rule 6.2(c)) indicating that the microorganism is viable, and shall at least contain:

(i) the name and address of the international depositary authority;

(ii) the name and address of the depositor;

(iii) the date of the new deposit as defined in Rule 6.4(c);

(iv) the identification reference (number, symbols, etc.) given by the depositor to the microorganism;

(v) the accession number given by the international depositary authority to the new deposit;

(vi) an indication of the relevant reason and the relevant date as stated by the depositor in accordance with Rule 6.2(a)(ii);

(vii) where Rule 6.2(a)(iii) applies, a reference to the fact that a scientific description and/or a proposed taxonomic designation has/have been indicated by the depositor;

(viii) the accession number given to the previous deposit (within the meaning of Rule 6.2(c)).

7.5 Receipt in the Case of Transfer

The international depositary authority to which samples of microorganisms are transferred under Rule 5.1(a)(i) shall issue to the depositor, in respect of each deposit in relation with which a sample is transferred, a receipt indicating that it is issued by the depositary institution in its capacity of international depositary authority under the Treaty and containing at least:

(i) the name and address of the international depositary authority;

(ii) the name and address of the depositor;

(iii) the date on which the transferred sample was received by the international depositary authority (date of the transfer);

(iv) the identification reference (number, symbols, etc.) given by the depositor to the microorganism;

(v) the accession number given by the international depositary authority;

(vi) the name and address of the international depositary authority from which the transfer was effected;

(vii) the accession number given by the international depositary authority from which the transfer was effected;

(viii) where the written statement referred to in Rule 6.1(a) or 6.2(a) contained the scientific description and/or proposed taxonomic designation of the microorganism, or where such scientific description and/or proposed taxonomic designation was/were indicated or amended under Rule 8.1 at a later date, a reference to that fact.

7.6 Communication of the Scientific Description and/or Proposed Taxonomic Designation

On request of any party entitled to receive a sample of the deposited microorganism under Rules 11.1, 11.2 or 11.3, the international depositary authority shall communicate to such party the most recent scientific description and/or proposed taxonomic designation referred to in Rules 6.1(b), 6.2(a)(iii) or 8.1(b)(iii).

Rule 10

Viability Test and Statement

10.1 [No change]

10.2 Viability Statement

(a) [No change]

(b) [No change in the introductory passage]

(i) [No change]

(ii) [No change]

(iii) the date referred to in Rule 7.3(iii) or, where a new deposit or a transfer has been made, the most recent of the dates referred to in Rules 7.4(iii) and 7.5(iii);

(iv) [No change]

(v) [No change]

(vi) [No change]

(c) [No change]

(d) [No change]

(e) [No change]

Rule 11

Furnishing of Samples

11.1 [No change]

11.2 [No change]

11.3 [No change]

11.4 Common Rules

(a) [No change]

(b) Notwithstanding paragraph (a), where the request referred to in Rule 11.1 is made by an industrial property office whose official language is Russian or Spanish, the said request may be in Russian or Spanish, respectively, and the International Bureau shall establish, promptly and free of charge, a certified translation into English or French, on the request of that office or the international depositary authority which received the said request.

(c) [No change]

(d) [No change]

(e) [No change]

(f) The container in which the sample furnished is placed shall be marked by the international depositary authority with the accession number given to the deposit and shall be accompanied by a copy of the receipt referred to in Rule 7, an indication of any properties of the microorganism which are or may be dangerous to health or the environment and, upon request, an indication of the conditions which the international depositary authority employs for the cultivation and storage of the microorganism.

(g) [No change]

(h) [No change]

11.5 Changes in Rules 11.1 and 11.3 when Applying to International Applications

Where an application was filed as an international application under the Patent Cooperation Treaty, the reference to the filing of the application with the industrial property office in Rules 11.1(i) and 11.3(a)(i) shall be considered a reference to the designation, in the international application, of the Contracting State for which the industrial property office is the "designated Office" within the meaning of that Treaty, and the certification of publication which is required by Rule 11.3(a)(ii) shall, at the option of the industrial property office, be either a certification of international publication under the said Treaty or a certification of publication by the industrial property office.

Rule 12

Fees

12.1 Kinds and Amounts

(a) [No change in the introductory passage]

(i) [No change]

(ii) [No change]

(iii) [No change]

(iv) subject to Rule 11.4(h), first sentence, for the furnishing of samples;

(v) for the communication of information under Rule 7.6.

12.2 [No change]

Rule 12bis

Computation of Time Limits

12bis.1 Periods Expressed in Years

When a period is expressed as one year or a certain number of years, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire in the relevant subsequent year in the month having the same name and on the day having the same number as the month and the day on which the said event occurred, provided that if the relevant subsequent month has no day with the same number the period shall expire on the last day of that month.

12bis.2 Periods Expressed in Months

When a period is expressed as one month or a certain number of months, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire in the relevant subsequent month on the day which has the same number as the day on which the said event occurred, provided that if the relevant subsequent month has no day with the same number the period shall expire on the last day of that month.

12bis.3 Periods Expressed in Days

When a period is expressed as a certain number of days, computation shall start on the day following the day on which the relevant event occurred, and the period shall expire on the day on which the last day of the count has been reached.

I hereby certify that the foregoing text is a true copy of the amendments to the Regulations under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure done at Budapest on April 28, 1977, as adopted by the Assembly of the Union for the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure (Budapest Union) on January 20, 1981, during its second (extraordinary) session held in Geneva from January 12 to 20, 1981. In accordance with the decision of the Budapest Union Assembly taken at that session, the said amendments entered into force on January 31, 1981.

Arpad Bogsch
Director General
World Intellectual Property
Organization

April 6, 1981

MULTILATERAL

International Tin Agreement, 1975

Agreement extending the agreement of June 21, 1975.
Adopted at London January 14, 1981;
Entered into force July 1, 1981.

THE INTERNATIONAL TIN COUNCIL
HAYMARKET HOUSE, 1 OXENDON STREET,
LONDON, SW1Y 4EQ

Telephone : 01-9300321/4 Cables : INTERTIN, LONDON Telex : INTERTIN, LONDON 918939

Your Reference : Our Reference:

CERTIFIED COPY

Given below is a certified copy of International Tin Council Resolution No. 121 of 14 January 1981, adopted by the Council at its twenty-first session held in London from 13-15 January 1981:

Resolution No. 121 of 14 January 1981: Extension of the Fifth International Tin Agreement[1]

That, in accordance with the provisions of Article 57(b) of the Fifth International Tin Agreement, the Council hereby extends the duration of that Agreement by a period of twelve months as from 1 July 1981.

N. L. F...
SECRETA...
THE INTERNATIONAL TIN CO...

3 July 1981.

[1] TIAS 8607 ; 28 UST 4619.

FRANCE

Atomic Energy: Retransfer of Nuclear Power Light Water Reactor Technology

Agreement signed at Washington January 22, 1981;
Entered into force March 13, 1981.
With exchange of notes
Dated at Washington March 13, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE
CONCERNING THE RETRANSFER OF NUCLEAR POWER
LIGHT WATER REACTOR TECHNOLOGY

The Government of the United States of America and the Government of the Republic of France,

Considering the desirability of consulting on the strategic and non-proliferation implications of proposed retransfers by either party of nuclear power light water reactor technology transferred to that party by the other party;

HAVE agreed as follows:

Article 1

1. Each party shall consult with the other party before any export of unpublished nuclear power light water reactor technology (including technology incorporated in equipment) received from the other party or any entity subject to its jurisdiction to any country listed in Annex A.

2. Each party shall consult with the other party before any export of equipment subject to licensing or other governmental authorization which contains unpublished nuclear power light water reactor technology received from the other party or any entity subject to its jurisdiction to any country listed in Annex B.[1]

[1] Not printed.

3. Each party shall notify the other party without delay when it becomes aware of a proposed export that would require consultations under this article. Relevant details concerning the technology to be transferred and the conditions applicable to the transfer shall be provided either with the notification or as soon as possible thereafter and shall be subject to further requests for information.

Article 2

Annex A and B, which are annexed to and a part of this agreement, may be amended by agreement of the parties. Annex B shall be classified.

Article 3

1. This agreement shall enter into force on a date agreed to by the parties in an exchange of notes.[1] If these notes have not been exchanged on or before March 16, 1981, this agreement shall not enter into force.

2. This agreement may be terminated immediately upon written notice by either party to the other party in the event that:

(a) the parties do not reach agreement concerning a proposed amendment to Annex A; or

(b) either party considers that consultations pursuant to article 1 concerning a proposed export, license or other export authorization to a country listed in Annex A have not reached a result which that party considers satisfactory.

[1] Mar. 13, 1981.

3. This agreement may be terminated upon six months written notice by either party to the other party for any reason.

4. The exchange of notes referred to in paragraph 1 shall set forth certain understandings of the parties concerning the consequences of termination of this agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this agreement.

DONE at Washington, this twenty-second day of January 1981, in duplicate, in the English and French languages, the two texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Thomas R. Pickering [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE:

[2]

[1] Thomas R. Pickering.
[2] Francois de Laboulaye.

Annex A

Afghanistan

Albania

Bulgaria

Cambodia

Czechoslovakia

Cuba

German Democratic Republic
(and Berlin, eastern sector)

Hungary

Laos

Mongolian People's Republic

Democratic People's Republic of Korea

People's Republic of China

Poland

Romania

Union of Soviet Socialist Republics

Socialist Republic of Vietnam

ACCORD ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE
RELATIF AU RETRANSFERT DE TECHNOLOGIE DES
REACTEURS NUCLEAIRES DE PUISSANCE A EAU ORDINAIRE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française,

Considérant qu'il est souhaitable de procéder à des consultations sur les implications stratégiques et de non-prolifération de retransferts, envisagés par l'une ou l'autre des parties, de technologie des réacteurs nucléaires de puissance à eau ordinaire transférée à ladite partie par l'autre partie,

SONT convenus de ce qui suit :

Article 1.

1. Chaque partie consulte l'autre partie avant toute exportation, vers tout pays figurant à l'Annexe A, de technologie non publiée des réacteurs nucléaires de puissance à eau ordinaire (y compris la technologie incorporée aux équipements), reçue de l'autre partie ou de toute entité soumise à sa juridiction.

2. Chaque partie consulte l'autre partie avant toute exportation soumise à licence ou autre autorisation gouvernementale, vers tout pays figurant à l'Annexe B, d'équipement contenant de la technologie non publiée des réacteurs nucléaires de puissance à eau ordinaire, reçue de l'autre partie ou de toute entité soumise à sa juridiction.

3. Chaque partie notifie à l'autre partie sans retard, lorsqu'elle en prend connaissance, tout projet d'exportation qui nécessiterait des consultations en vertu du présent article. Les détails pertinents relatifs à la technologie à transférer et aux conditions applicables au transfert seront fournis soit avec la notification, soit dès que possible par la suite,et pourront faire l'objet de demandes ultérieures d'informations.

Article 2.

Les Annexes A et B, qui sont annexées au présent accord et en font partie, pourront être modifiées par accord entre les parties. L'Annexe B est confidentielle.

Article 3.

1. Le présent accord entrera en vigueur à une date convenue entre les parties par échange de notes. Si lésdites notes n'ont pas été échangées au plus tard le 16 mars 1981, le présent accord n'entrera pas en vigueur.

2. Le présent accord peut être dénoncé immédiatement par notification écrite de l'une des parties à l'autre partie dans le cas où :

(a) les parties ne parviendraient pas à un accord sur une modification qui serait proposée à l'Annexe A, ou :

(b) l'une des parties considérerait que les consultations prévues à l'Article 1. et concernant un projet d'exportation, de licence ou d'autre autorisation d'exportation vers un pays figurant à l'Annexe A, n'ont pas abouti à des résultats jugés satisfaisants par ladite partie.

3. Le présent accord peut être dénoncé moyennant un préavis écrit de six mois adressé par l'une des parties à l'autre partie, pour toute raison.

4. L'échange de notes mentionné au paragraphe 1. exposera certains arrangements des parties concernant les conséquences de la dénonciation du présent accord.

EN FOI DE QUOI, les soussignés, dûment autorisés, ont signé le présent accord.

FAIT à Washington, le vingt-deux janvier 1981 en deux exemplaires, en langues anglaise et française, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE :

POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE :

Annexe A

Afghanistan

Albanie

Bulgarie

Cambodge

Chine

Corée du Nord

Cuba

Hongrie

Laos

Mongolie

Pologne

République Démocratique Allemande
(et le secteur oriental de Berlin)

Roumanie

Tchécoslovaquie

U.R.S.S.

Vietnam

[EXCHANGE OF NOTES]

The Department of State refers the Embassy of France to the Agreement between the Government of the United States of America and the Government of the Republic of France Concerning the Retransfer of Nuclear Power Light Water Reactor Technology, signed on January 22, 1981 (the "Agreement"), and to Ambassador de Laboulaye's letter of the same date to Assistant Secretary Pickering concerning this matter.

The Agreement was concluded by the two Governments in contemplation of nuclear technology transfers expected to occur between Westinghouse Electric Corporation and Framatome under a proposed commercial agreement between the two companies (the "commercial agreement"). The two Governments would undertake a separate exchange of notes if they wished to make technology transfers between other companies subject to the same consultation procedures as provided for in the Agreement. The Agreement provides for government level consultations for certain activities for which Westinghouse would otherwise need specific U.S. Government authorization on a case by case basis. In view of the conclusion of the Agreement, the United States Government has authorized Westinghouse to undertake those activities without the need for a case by case authorization, for such time as the Agreement remains in force.

In accordance with article 3(4) of the Agreement, the United States Government would like to state its understandings that:

(i) Westinghouse and Framatome shall, in no event, be subject to reexport restrictions on nuclear technology received prior to the date of the commercial agreement (and equipment or services containing such technology) by the Government of the furnishing party under its domestic laws or regulations;

(ii) upon termination of the Agreement and in the absence of any further exchange of technology between Westinghouse and Framatome (other than that needed for the orderly winding down of on-going projects), Westinghouse and Framatome shall not be subject to reexport restrictions on nuclear technology furnished under the proposed commercial agreement prior to such termination (and equipment or services containing such technology) by the Government of the furnishing party under its domestic laws or regulations. In this situation, the two Governments would consult concerning what exchange of technology is needed for the orderly winding down of on-going projects;

(iii) if, after termination of the Agreement, Westinghouse and Framatome exchange further technology (or equipment or services containing such technology), Westinghouse and Framatome shall be subject to reexport restrictions on nuclear technology received after the effective date of the commercial agreement by the Government of the furnishing party under its domestic laws and regulations. In this situation, the two Governments could consult concerning the implementation of such restrictions.

It is also understood that, although consultations between the two Governments may involve technology transferred prior to the entry into force of the commercial agreement, disagreement concerning the retransfer of such technology shall not be grounds for terminations of the Agreement under article 3(2)(b).

The United States Government wishes to make clear that none of the understandings set forth above shall have any effect on ownership rights which the United States Government may have in the technology covered by the Agreement, including patent rights.

The Department of State proposes that the Agreement between the two Governments enter into force today. This note and the reply of the Embassy of France shall constitute the exchange of notes provided for by article 3(1) of the Agreement.

Department of State

Washington, March 13, 1981

Ambassade de France
aux Etats-Unis

Washington, le 13 mars 1981

L'Ambassade de France a l'honneur d'accuser réception de la note du Département d'Etat en date du 13 mars 1981, qui se lit comme suit :

"Le Département d'Etat renvoie l'Ambassade de France à l'accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française concernant le retransfert de la technologie des réacteurs nucléaires à eau légère, signé le 22 janvier 1981 (ci-après dénommé "l'accord") et à la lettre de M. de Laboulaye sur ce sujet adressée au Sous-Secrétaire M. Pickering à la même date.

L'accord a été conclu par les deux gouvernements dans la perspective de transferts de technologie nucléaire susceptibles d'intervenir entre la Société Westinghouse Electric et Framatome conformément à un projet d'accord commercial entre les deux sociétés (ci-après dénommé "l'accord commercial"). Les deux gouvernements auraient à procéder à un échange de notes séparé au cas où ils souhaiteraient soumettre dès transferts de technologie entre d'autres sociétés aux procédures de consultation telles que prévues par l'accord. L'accord prévoit la tenue de consultations au niveau gouvernemental pour certaines activités pour lesquelles Westinghouse aurait besoin en d'autres circonstances d'une autorisation spécifique du Gouvernement américain au cas par cas. En vue de la conclusion de l'accord le Gouvernement des Etats-Unis a autorisé Westinghouse à entreprendre ces activités sans avoir besoin de demander une autorisation cas par cas aussi longtemps que l'accord restera en vigueur.

Conformément à l'Article 3 (4) de l'accord, le Gouvernement des Etats-Unis fait état des considérations suivantes :

1. Westinghouse et Framatome ne seront soumises en aucun cas à des restrictions sur la réexportation de la technologie nucléaire reçue antérieurement à la date de l'accord commercial (ainsi que les équipements et services incorporant cette technologie) de la part du gouvernement de la partie fournisseur du fait de ses lois ou règlements internes.

DEPARTEMENT D'ETAT

WASHINGTON, D.C.

2. En cas de dénonciation de l'accord et en l'absence d'échanges subséquents de technologie entre Westinghouse et Framatome (autre que ceux requis pour la bonne fin des projets en cours) Westinghouse et Framatome ne seront pas soumises à des restrictions sur la réexportation de la technologie nucléaire fournie antérieurement à cette dénonciation dans le cadre du futur accord commercial (ainsi que les équipements et services incorporant cette technologie), de la part du gouvernement fournisseur du fait de ses lois ou règlements internes. Dans cette hypothèse les deux gouvernements se consulteront sur la question de savoir quels sont les échanges de technologie nécessaires pour la bonne fin des projets en cours.

3. Si, après dénonciation de l'accord, Westinghouse et Framatome poursuivent leurs échanges de technologie (ou des équipements et services incorporant cette technologie), Westinghouse et Framatome seront soumises à des restrictions sur la réexportation de la technologie nucléaire reçue après la date d'entrée en vigueur de l'accord commercial de la part du gouvernement de la partie fournisseur du fait de ses lois et règlements internes. Dans ce cas, les deux gouvernements pourraient se consulter sur l'application de ces restrictions.

Bien que les consultations entre les deux gouvernements puissent porter sur la technologie transférée antérieurement à l'entrée en vigueur de l'accord commercial, nous estimons également qu'un désaccord concernant le retransfert de cette technologie ne pourrait servir de motif à une • dénonciation de l'accord en vertu de l'Article 3 (2) (B).

Le Gouvernement des Etats-Unis souhaite préciser qu'aucune des considérations exprimées ci-dessus n'aura d'effet sur les droits de propriété, y compris les droits de licence, que le Gouvernement des Etats-Unis pourrait avoir sur la technologie couverte par l'accord.

Le Département d'Etat propose que l'accord entre les deux gouvernements entre en vigueur aujourd'hui. La présente note et la réponse de l'Ambassade de France constitueront l'échange de notes prévu par l'Article 3 (1) de l'accord."

L'Ambassade de France a l'honneur de faire part au Département d'Etat de l'accord du Gouvernement français sur les dispositions qui précèdent. Dans ces conditions, l'accord du 22 janvier 1981 entre les deux gouvernements, entre en vigueur à la date de ce jour.

TRANSLATION

Embassy of France in the United States

Washington, March 13, 1981

The Embassy of France has the honor to acknowledge receipt of the Department of State's note dated March 13, 1981, which reads as follows:

[For the English language text, see pp. 977-979.]

The Embassy of France has the honor to inform the Department of State that the French Government accepts the preceding provisions. Consequently, the agreement of January 22, 1981, between the two Governments shall enter into force today.

[Initialed]

Department of State,
Washington, D.C.

ST. LUCIA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Bridgetown and Castries December 11, 1980
and January 27, 1981;
Entered into force January 27, 1981.

The American Embassy to the St. Lucian Ministry of Foreign Affairs

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of St. Lucia and has the honor to refer to certain requirements of the United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of the United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without consent of the United States Government:

   A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

   B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such a training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

   C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such articles (including training materials) as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of Government of St. Lucia may include training related to defense articles with respect to which the agreement of the Government of St. Lucia to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of St. Lucia shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of St. Lucia the assurances of its highest consideration.

Embassy of the United States of America,
Bridgetown, December 11, 1980.

The St. Lucian Ministry of Foreign Affairs to the American Embassy

US Embassy
Barbados

27th Jan 1981

No 47

The Ministry of Foreign Affairs of Saint Lucia presents its compliments to the Embassy of the United States of America and has the honour to refer to the conditions governing the provision of training (related to defense articles) under the US International Military Education and Training (IMET) Program.

The Government of Saint Lucia agrees to observe the conditions governing such training. The conditions are:

1) That the Government of Saint Lucia shall not without consent of the United States Government: A) permit any use of such training (including training materials) by anyone not an officer, employee or agent of the Government of Saint Lucia. B) transfer or permit any officer, employee or agent of the Government of Saint Lucia to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee or agent of the Government of Saint Lucia or (C) use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government.

2. That the Government of Saint Lucia shall maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the Government of Saint Lucia shall permit continuous observation and review by, and furnish necessary information to representatives of the US Government with regard to the use of such training and materials by the US Government

4. That the Government of Saint Lucia shall return to the US Government such articles (including training materials) as are no longer needed for the purposes for which furnished, unless the US Government consents to some other disposition.

The Ministry of Foreign Affairs further has the honour to accept the proposal that this note together with diplomatic note 0532[1] from the US Government constitute an agreement between the Government of Saint Lucia and the Government of the United States of America on the above subject and effective from January 27th, 1981.

[1] See pp. 984–986.

The Ministry of Foreign Affairs of Saint Lucia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Foreign Affairs
St. Lucia

MEXICO

Narcotic Drugs: Illicit Crop Detection System

Agreement amending the agreement of May 22, 1978, as amended.
Effected by exchange of letters
Signed at Mexico January 27, 1981;
Entered into force January 27, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

January 27, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E. C. Lázaro Cárdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $200,000 the funding provided under the agreement effected by our exchange of letters dated May 22, 1978, as amended three times thereafter.[1] It is further understood the purpose of these funds is for the advanced poppy detection system (APDS) to support opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase "Seven Million Four Hundred and Fifty Thousand Dollars (U.S. $7,450,000) of which Seven Million Two Hundred and Fifty Thousand Dollars (U.S. $7,250,000)" from the fourth paragraph of our letter dated May 22, 1978, as previously amended, and substitute therefor the phrase "Seven Million Six Hundred and Fifty Thousand Dollars (U.S. $7,650,000) of which Seven Million Four Hundred and Fifty Thousand Dollars (U.S. $7,450,000)".

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Julian Nava

Julian Nava
Ambassador

[1] TIAS 9248, 9693; 30 UST 1247; 31 UST 5904.

The Mexican Attorney General to the American Ambassador

FORMA C G - 1 A

PROCURADURIA GENERAL DE LA REPUBLICA

SECRETARIA PARTICULAR.

OFICIO No. 1/95

México, D.F., enero 27 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $200,000 los fondos proporcionados de nuestra carta fechada 22 de mayo de 1978, y a su vez enmendada en tres ocasiones posteriormente. Se tiene por entendido que el propósito de estos fondos es para el sistema avanzado para detección de amapola (SADA) en apoyo de la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Siete Millones Cuatrocientos Cincuenta Mil Dólares (U.S. $7,450,000) del cual Siete Millones Doscientos Cincuenta Mil Dólares (U.S.7,250,000)" del cuarto párrafo de nuestra carta de fecha 22 de mayo de 1978, como previamente enmendada, y substituir la frase "Siete Millones Seiscientos Cincuenta Mil Dólares - -

(U.S. $7,650,000) del cual Siete Millones Cuatrocientos Cincuenta Mil Dólares (U.S. $7,450,000)".

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un Convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., January 27, 1981

No. 1/95

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of January 27, 1981, which, translated into Spanish, reads as follows:

[For the English language text, see p. 991.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed note.

I avail myself of this opportunity to assure Your Excellency of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

EGYPT

Agricultural Commodities

Agreement amending the agreement of December 14, 1980.
Effected by exchange of notes
Signed at Cairo April 21, 1981;
Entered into force April 21, 1981.

The American Ambassador to the Egyptian Minister of Supply and Home Trade

Cairo, Egypt

April 21, 1981

Excellency:

I have the honor to refer to the fiscal year 1981, Title I Public Law 480 Agreement for the sale of agricultural commodities signed by representatives of our two Governments on December 14, 1980,[1] and propose the Agreement be amended as follows:

In Part II, Item 1, Commodity Table:
Under appropriate column headings, delete "1,000,000 metric tons" and "210 million dollars" and insert "1,410,000 metric tons" and "260 million dollars."

All other terms and conditions of the Public Law 480 Title I Agreement of December 14, 1980, remain the same.

I propose this Note and your reply thereto constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

Alfred L. Atherton, Jr.
Ambassador of the
United States of America

His Excellency
Ahmed Ahmed Nouh
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

[1] TIAS 10060; *ante*, p. 695.

The Egyptian Minister of Supply and Home Trade to the American Ambassador

جمهورية مصر العربية
وزارة التموين والتجارة الداخلية
مكتب الوزير [1]

بسم الله الرحمن الرحيم

April 21, 1981

Excellency:

I have the honor to acknowledge receipt of your Note of April 21, 1981, which reads as follows:

"I have the honor to refer to the fiscal year 1981, Title I Public Law 480 Agreement for the sale of agricultural commodities signed by representatives of our two Governments on December 14, 1980, and propose the Agreement be amended as follows:

In Part II, Item I, Commodities Table:

Under appropriate column headings, delete "1,000,000 metric tons" and "210 million dollars" and insert "1,410,000 metric tons" and "260 million dollars."

All other terms and conditions of the Public Law 480 Title I Agreement of December 14, 1980, remain the same."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Ahmed Ahmed Nouh
A. A. Nouh.
Minister of Supply and Home Trade

His Excellency

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

[1] In translation reads: "Arab Republic of Egypt
Ministry of Supply and Home Trade
Office of the Minister"

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Hickam Air Force Base

Memorandum of understanding signed at Honolulu April 21, 1981; Entered into force April 21, 1981.

MEMORANDUM OF UNDERSTANDING

BETWEEN

15TH AIR BASE WING (15 ABW)
HICKAM AFB, HAWAII

AND

ROYAL AIR FORCE (RAF) DETACHMENT
HICKAM AFB, HAWAII

I. AUTHORITY:

a. Paragraph 2, AFR 55-20

b. DODI 7230.71

c. 31 USC 483A

II. AGREEMENT PURPOSE: This agreement provides for specific and general logistics support to the RAF Detachment at Hickam AFB, hereinafter referred to as the Tenant, from the 15th Air Base Wing, hereinafter referred to as the Host.

a. Introduction: In 1965 agreement [1] was reached between the United States and United Kingdom governments whereby a Westabout Reinforcement Route (WRR) to the Far East was established across United States territory. It was agreed that Hickam AFB would be used as a staging post within the route and to this end a small detachment of RAF personnel and certain prestocked ground equipment were permanently established to assist transiting RAF aircraft and to act as a liaison team with USAF authorities at Hickam AFB. Since the original conception, the use of the route has been gradually expanded and by 1979 it was obvious that any existing agreement was outdated and required rewriting. A series of meetings were held between the Detachment Commander (RAF) and responsible USAF authorities to determine the scope of the agreement and it was decided that the RAF Detachment Commander would provide a composite list of requirements and support needs on which an agreement could be rewritten.

b. Background: In January 1979, the RAF Detachment had an established strength of one officer (Flight Lieutenant, 03 equivalent) of the Supply/Movements Branch, designated the RAF Detachment Commander/RAF Liaison Officer, and 2 SNCOs (Sergeants, E-7 equivalent), one being a Ground Fitter (Int) whose major task is to service the RAF ground equipment and other Ground Fitter (Electrical) whose primary task is to service all electrical equipment. Furthermore, these personnel are responsible for all aspects of operations

FB5260-MOUI-3033

[1] Not printed.

and engineering affecting transiting RAF aircraft. All three RAF personnel are accompanied by their families. The Detachment is mainly self-supporting; however, from time to time USAF resources and personnel are required to assist the Detachment to enable them to complete their tasks.

III. MUTUAL RESPONSIBILITIES: See attachment 1 to this agreement.

IV. SPECIFIC HOST RESPONSIBILITIES: See attachment 1 to this agreement.

V. SPECIFIC TENANT RESPONSIBILITIES: See attachment 1 to this agreement. To be joint-use with 15th Organizational Maintenance Squadron.

VI. PROPERTY FACILITIES: 8,590 sq ft in Building 3220 on Hickam AFB, portions to be joint-use with 15th Organizational Maintenance Squadron.

VII. CLAIMS: Host may render administrative assistance to Tenant in the investigation of incidents and preservation of evidence if requested by Tenant. Such assistance shall not preclude the full investigation of incidents on the initiative of the Host when in the interest of the Host or required by U.S. Air Force regulations. The contents of such Host initiated release to third parties or foreign nations is permitted by U.S. statutes or regulations. Host shall not be responsible for negotiation, settlement or defense of any claims or lawsuit against Tenant.

VIII. RESOLUTION OF AGREEMENT CONFLICTS

a. Host will proceed as follows: During the negotiation of this agreement, if an irreconcilable problem develops between the local level Host and Tenant activities, the Host should forward the facts related to the problems promptly in writing, through appropriate Host service command channels until resolved, with an information copy to the local Tenant Commander.

b. Tenant will proceed as follows: Notify in writing appropriate Tenant command channels of problem situations which result in an impasse at the local level, and provide information copies to 15 ABW/DO/LGX.

IX. AGREEMENT REVIEW AND MODIFICATION: This agreement will be reviewed biennially at least 120 days prior to the effective date. It may be modified any time upon the mutual consent in writing by the parties concerned.

X. EFFECTIVE DATE AND DURATION

a. This agreement becomes effective upon final signature date of the Host approving official.

b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days' written notice to the other party.

c. The terms of this agreement is indefinite, but will require documented termination action by both Host and Tenant approval authorities when such action is deemed appropriate.

HOST

FOR THE COMMANDER

GEORGE A. AUSTIN, Colonel, USAF
Deputy Commander for Logistics
15th Air Base Wing
Hickam AFB HI 96853

APPROVED 21 April 1981
(Date)

TENANT

D. A. MASTERS, SGT, RAF
Senior NCOIC
Royal Air Force Detachment
Hickam AFB HI 96853

APPROVED 21 April 1981
(Date)

Attachment 1

SUPPORT RESPONSIBILITIES

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
COMMAND-1010	Designate a senior USAF Host officer to complete and evaluate the Commander's yearly confidential Tenant report.	Retain command of Tenant personnel.
JUDGE ADVOCATE-1020	May provide administrative assistance to Tenant in the investigation and preservation of evidence if requested by Tenant.	Act expeditiously to investigate, negotiate and attempt settlement of all claims against Tenant in connection with Tenant's operations at Hickam AFB. (See JA legal memo)
CHAPLAIN-105X	Provide Tenant personnel and dependents access to all religious facilities normally available to Host personnel on a common service nonreimbursable basis.	Adhere to applicable Host procedures/directives relative to this support.
ADMINISTRATION-11XX	Provide Tenant administrative support to ensure that all Host information, instructions, orders and other directives are timely and correctly passed to Tenant personnel. Act as the central point for the dispatch/collection of official mail. Provide Tenant access to reproduction and printing services on a day-to-day basis.	Comply with applicable Host procedures/directives relative to this support and reimburse Host for all support costs in accordance with appropriate financial directives.
BASE CONTRACTING-1251	Arrange for rental by Tenant of three portable radios on a standby basis in the event Tenant's vehicle radios are inoperative.	Fund/pay for contract rental of radios.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
ACCOUNTING AND FINANCE-151X	Provide Tenant the following accounting/finance support:	Comply with Host procedures/ directives applicable to this area of support.
	Monthly billings for mogas, oils, and GSA products to the Tenant Commander as well as the monthly cost of housing to each individual.	
	Billings for Tenant aircraft spares which must have Tenant Commander's prior concurrence before being forwarded to the British Embassy in Washington.	
	Authority to uplift cash advances to supplement air-crew imprest on an as-required basis.	
	Forward to Tenant billings for telephone call charges made by the Tenant Commander.	
	Compilation and dispatch of fuel bills for JP-4 to the appropriate Tenant parent station.	
ORGANIZATIONAL MAINTENANCE-22XX	Provide Tenant transient maintenance personnel and equipment to assist the arrival/departure of all Tenant aircraft to include "Follow Me" services.	Comply with Host procedures/ directives applicable to this area of support.
	Assist Tenant in requisitioning aircraft spares compatible with Tenant aircraft.	

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
FIELD MAINTENANCE-23XX	Provide maintenance personnel assistance and specialized equipment in the repair of Tenant aircraft. This service should include assistance from the Jet, AGE, Welding and Sheetmetal Shops and the use of the battery charging facility.	Comply with Host procedures/ directives applicable to this area of support.
AVIONICS MAINTENANCE-2400	Provide maintenance personnel assistance when the aircraft repair is beyond Tenant capability. Provide specialized equipment in the repair of Tenant aircraft.	Comply with Host procedures/ directives applicable to this area of support. Provide necessary technical data.
PRECISION MEASUREMENT EQUIPMENT LABORATORY-2450	Provide calibration/repair of PME in support of Tenant's aircraft.	Comply with Host procedures/ directives applicable to this area of support.
GROUND CEM MAINTENANCE-2600	Arrange for/monitor contract maintenance support of Tenant's two Motorola two-way radios mounted in Tenant vehicles.	Identify requirements to Host (15 ABW/DCO) and fund/pay for contract support.
GROUND COMMUNICATIONS		
Electronics-38XX	Provide Tenant normal local telephone service/support on a nonreimbursable basis. Bill Tenant for all toll calls and special telephone features.	Fund/reimburse Host for all toll calls and special telephone features.
Weather-34XX	Det 4, 1st WW representing the Host will provide Tenant aircrews weather forecasting/ briefings.	Comply with Host procedures/ directives applicable to this area of support.
BASE SUPPLY-41XX	Provide organization code and account number.	Identify Tenant requirements to Host as far in advance as possible.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
BASE SUPPLY-41XX (Cont'd)	Provide Tenant compatible C-130 spares for Tenant aircraft if available from base supply assets or on a latera support basis. Cost to be reimbursed through the British Embassy in Washington after concurrence by the Detachment Commander. Provide JP-4 and LOX for Tenant aircraft. Whenever possible this support is to be undertaken by refueler truck because of the shortness of stopover time by most Tenant aircraft. Provide mogas and oil for Tenant vehicles upon presentation of a vehicle serv-o-plate (AF Form 1252) and JP4 for Tenant air start cart and diesel for other Tenant AGE.	Reimburse Host stock fund for all support costs in accordance with applicable Host procedures/directives.
TRANSPORTATION-42XX	Provide Tenant packing, crating and banding support as well as packaging material to package service equipment and Detachment personnel effects as required. Provide base level vehicle maintenance for Tenant vehicles by entering them into Host program for regular scheduled servicing/maintenance. Provide crew bus service for all Tenant aircrews. Provide Tenant staff cars if available within Host resources upon Tenant request. Provide a replacement staff car for the Tenant Commander if and when Tenant vehicle is unserviceable during aircraft operations.	Identify Tenant requirements to Host as far in advance as possible. Reimburse Host for all support costs in accordance with AC fiscal memo (attached).

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
TRANSPORTATION-42XX (Cont'd)	Provide Tenant personnel necessary driver's training to quality for flightline permit.	
	Provide Tenant transportation to local hotels on an as-required as available basis.	
AERIAL PORT AIR TERMINAL SERVICE-4230	619 MASS representing the Host will:	
	Provide Tenant freight handling support as required with off/on loading of Tenant air cargo, storage and building of Tenant air cargo pallets until call-forward for aircraft.	Comply with Host procedures/ directives applicable to this area of support.
	Provide Tenant normal passenger services as required to include passenger handling, customs facilities, agriculture inspection and baggage handling.	
SECURITY POLICY-43XX	Provide appropriate base exchange and commissary ID cards together with any other necessary documentation to ensure access for all Tenant personnel and their dependents. Provide ID cards and registration of POVs on a nonreimbursable basis.	Comply with Host procedures/ directives applicable to this area of support.
	Provide Tenant flightline security protection support for Tenant aircraft with classified loads.	
CIVIL ENGINEERING-44XX	Provide Tenant via a real estate permit adequate office and workshop facilities as close to the working areas as possible, complete with electricity, running water, access to toilets and parking area for the Tenant ground equipment.	Comply with Host procedures/ directives applicable to this area of support.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
CIVIL ENGENNERING-44XX (Cont'd)	Provide MFH support to eligible tenant personnel as provided eligible Air Force personnel of comparable grade in accordance with applicable directives/procedures.	Comply with Host directives/procedures applicable to that area of support. Upon occupancy of government quarters, reimburse the U.S. Treasury monthly cash rental equal to the BAQ rate of comparable grade Air Force member. Rental to be payable in advance to the Accounting and Finance Office, Hickam AFB.
	Provide Tenant aircraft and facilities fire protection support.	Afford Host fire department personnel hands on training to familiarize them with Tenant aircraft.
SERVICES-46XX	Provide Tenant transient crew and passenger accommodations and in-flight kitchen support.	Identify Tenant requirements to Host as far in advance as possible. Comply with Host procedures/directives applicable to this support and reimburse Host in accordance with appropriate financial directives.
	Provide Tenant unaccompanied officer and noncommissioned officers BOQ/BAQ support in accordance with applicable Host directives/procedures.	Comply with Host procedures directives applicable to this area of support.
BASE OPERATIONS-4710	Provide Tenant qualified personnel flightline driving permits as well as flightline vehicle decals.	Identify Tenant requirements to Host and insure Tenant personnel are properly qualified.
	Provide Tenant aircrews access to breifing room and flight planning/pre-flight planning facilities/resources.	Comply with Host procedures/directives applicable to this area of support.
	Provide Tenant necessary assistance to obtain clearances for Wake Island.	Provide 15 ABW/DO/OTM/DOC with monthly Hickam and Wake proposed RAF aircraft schedule.

FUNCTIONAL ACCOUNT AND CODE	HOST WILL	TENANT WILL
BASE OPERATIONS-4710 (Cont'd)	Provide aircraft parking slots for Tenant aircraft to include use of remote/secure parking slots for Tenant aircraft with hot or classified loads.	Comply with Host procedures/ directives applicable to this area of support.
	Ensure RAF operational aircraft movement incoming message traffic received via 619 MASS dedicated communications center will be relayed via telecon to RAF Det Commander.	Process all Tenant outgoing message traffic through the Hickam Telecommunications Center.
MORTUARY-4992	Provide mortuary services to Tenant permanent party, dependents and transit personnel in accordance with applicable Host directives if required.	Comply with Host procedures/ directives applicable to this area of support.
MEDICAL-5XXX	Provide Tenant permanent party personnel and their dependents routine and emergency medical/ dental services in accordance with applicable Host directives.	Comply with Host procedures/ directives applicable to this area of support.
	Provide flight surgeon emergency medical/dental services to Tenant aircrew and passengers transiting Hickam AFB in accordance with applicable Host directives.	Comply with Host procedures/ directives applicable to this area of support.

Attachment 3

FISICAL MEMORANDUM:

MEMORANDUM OF UNDERSTANDING — 21 April 1981
Agreement Title (Number) — Date

Royal Air Force and 15th Air Base Wing (PACAF)
between

1. Providing Organization: 15th Air Base Wing

   a. Support will be provided involving:

Appropriations(s)	Estimated Annual Cost	Reimbursable (Yes or No)
5713400	$2,800.00	Yes
57X4921	3,000.00	Yes
57-9710700	6,386.40	Yes

   b. Bills, if applicable, will be prepaid by:

      15th ABW/ACFS
      Hickam AFB, HI 96853

2. Recipient will finance the program as follows:

   a. Method for Financing:

      (1) Direct billing
      (2) Reimbursement
      (3) Central billing/AFAFC

   b.

Financing Appropriations(s)	Dollar Amount
Royal Air Force Imprest Account	Undetermined

3. Reimbursement:

   a. Billing Method: AF Form 819
   b. Billing Frequency: Monthly
   c. Billing Address: 15th ABW/DO/RAF
      Hickam AFB, HI 96853

4. Remarks:

5. Signature: N. F. ZUNIC, Colonel, USAF — 20 April 1981
   Comptroller — Date

SOCIALIST REPUBLIC OF ROMANIA

Aviation: Air Transport Services

Agreement extending the agreement of December 4, 1973, as renewed and amended.
Effected by exchange of notes
Dated at Bucharest January 23 and 30, 1981;
Entered into force January 30, 1981.

The American Embassy to the Romanian Ministry of Foreign Affairs

No. 9

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of Romania and has the honor to refer to the air transport agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania signed at Washington December 4, 1973, as renewed and amended by exchange of notes on January 25 and 30, 1979.[1]

The United States believes that the air transport agreement has provided a satisfactory basis for facilitating air transport relations between the two countries. The United States Government therefore proposes that the agreement be extended through January 30, 1982.

If these understandings are acceptable to the Government of the Socialist Republic of Romania, the Embassy of the United States of America proposes that this note and the Ministry's confirmation shall constitute an agreement, between our two governments, to enter into force on the date of your reply, extending the air transport agreement from January 30, 1981 through January 30, 1982.

[1] TIAS 7901, 9431; 25 UST 1631; 30 UST 3872.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Socialist Republic of Romania the assurances of its highest consideration.

Embassy of the United States of America,
Bucharest, January 23, 1981

The Romanian Ministry of Foreign Affairs to the American Embassy

REPUBLICA SOCIALISTĂ ROMÂNIA

MINISTERUL
AFACERILOR EXTERNE

Nr.6/437

Ministerul Afacerilor Externe al Republicii Socialiste România prezintă salutul său Ambasadei Statelor Unite ale Americii la Bucureşti şi are onoarea să-I confirme primirea notei verbale nr.9 din 23 ianuarie 1981, al cărui text, tradus în limba română, are următorul conţinut:

"Ambasada Statelor Unite ale Americii prezintă complimentele sale Ministerului Afacerilor Externe al Republicii Socialiste România şi are onoarea să se refere la Acordul privind transporturile aeriene dintre Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România, semnat la Washington, la 4 decembrie 1973, aşa cum a fost reînnoit şi amendat prin schimbul de note din 25 şi 30 ianuarie 1979.

Statele Unite consideră că Acordul privind transporturile aeriene a oferit o bază satisfăcătoare pentru facilitarea relaţiilor de transport aerian dintre cele două ţări. Prin urmare, Guvernul Statelor Unite propune ca Acordul să fie prelungit pînă la 30 ianuarie 1982.

Dacă aceste înţelegeri sînt acceptabile Guvernului Republicii Socialiste România, Ambasada Statelor Unite ale Americii propune ca prezenta notă, împreună cu confirmarea ei de către Minister, să constituie un Acord, între cele două guverne ale noastre, care să intre în vigoare la data răspunsului dumneavoastră, prelungind valabilitatea Acordului cu privire la transporturile aeriene de la 30 ianuarie 1981 pînă la 30 ianuarie 1982.

Ambasada Statelor Unite ale Americii foloseşte acest prilej pentru a reînnoi Ministerului Afacerilor Externe al Republicii Socialiste România asigurările celei mai înalte consideraţiuni".

.//.

AMBASADEI STATELOR UNITE ALE AMERICII
- In oraş -

Ministerul Afacerilor Externe al Republicii Socialiste România are onoarea să comunice Ambasadei Statelor Unite ale Americii că Guvernul Republicii Socialiste România acceptă propunerile Guvernului Statelor Unite ale Americii, formulate în nota verbală sus-menţionată şi este de acord ca schimbul de note în această problemă să constituie un Acord între cele două guverne, care va intra în vigoare la data primirii prezentei note verbale.

Ministerul Afacerilor Externe al Republicii Socialiste România foloseşte acest prilej pentru a reînnoi Ambasadei Statelor Unite ale Americii asigurarea înaltei sale consideraţiuni

Bucureşti, 30 ianuarie 1981

TRANSLATION

Socialist Republic of Romania

Ministry of Foreign Affairs

No. 6/437

The Ministry of Foreign Affairs of the Socialist Republic of Romania presents its compliments to the Embassy of the United States of America at Bucharest and has the honor to acknowledge receipt of note verbale No. 9 of January 23, 1981, the text of which, translated into Romanian, reads as follows:

[For the English language text, see pp. 1011-1012.]

The Ministry of Foreign Affairs of the Socialist Republic of Romania has the honor to inform the Embassy of the United States of America that the Government of the Socialist Republic of Romania accepts the proposals of the Government of the United States of America, formulated in the above-mentioned note verbale, and agrees that the exchange of notes on this problem shall constitute an agreement between the two governments, to enter into force on the date of receipt of this note verbale.

The Ministry of Foreign Affairs of the Socialist Republic of Romania avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Bucharest, January 30, 1981

[Seal]

[Initialed]

MULTILATERAL

Atomic Energy: Research Participation and Technical Exchange in Loss of Fluid Test (LOFT) Program

Agreement amending and extending the agreement of September 15, 1976.
Opened for signature January 28, 1981;
Entered into force October 20, 1976.

AGREEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

STUDSVIK ENERGITEKNIK AB OF SWEDEN

FORSOGSANLAEG RISO OF DENMARK, AND

VALTION TEKNILLINEN TUTKIMUSKESKUS OF FINLAND

REGARDING THE EXTENSION OF

RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE IN

THE LOFT RESEARCH PROGRAM AND NORHAV PROJECT [1]

WHEREAS

The United States Nuclear Regulatory Commission (USNRC), Studsvik Energiteknik AB (formerly AB Atomenergi) of Sweden, Forsogsanlaeg Riso of Denmark, and Valtion Teknillinen Tutkimuskeskus of Finland:

(a) Having mutual interest in cooperation in the field of reactor safety research, including the exchange of technical information on a reciprocal basis;

(b) Being signatory parties to the Agreement on Research Participation and Technical Exchange Between the USNRC and the NORDIC Group (Forsogsanlaeg Riso, Denmark; Valtion Teknillinen Tutkimuskeskus, Finland; Institutt For Atomenergi, Norway and AB Atomenergi, Sweden) in the USNRC LOFT Program and the NORDIC NORHAV Project (hereinafter referred to as "Basic Agreement"), this Basic Agreement providing for it to be in force for a period of 4 years beginning from the date of execution, October 20, 1976, with the option for continuation in the LOFT Program by the NORDIC Signatory Parties under mutually acceptable terms and conditions; and

(c) Having considered the significant benefits they have received through the cooperation developed under the Basic Agreement;

[1] Opened for signature Sept. 15, 1976. TIAS 8655; 28 UST 5697.

HEREBY agree:

The Parties will continue their mutual participation in the LOFT Program and NORHAV Project for a period of 2 years, starting on October 20, 1980, under the same terms and conditions as those set forth in the Basic Agreement, except that the Nordic Group will allocate 3 man years annually instead of 6 man years annually for the period of the extended agreement to perform analytical development work at USNRC direction, as set forth in Article IIB-1 of the LOFT-NORHAV Agreement. E4-2

U. S. NUCLEAR REGULATORY COMMISSION

Name William J. Dircks

Title Executive Director for Operations

Date January 28, 1981

STUDSVIK ENERGITEKNIK AB

Name

Title Stig O W Bergström

Date February 23, 1981

FORSOGSANLÆG RISØ

Name Niels E. Busch

Title Director, Research & Development

Date March 4, 1981

VALTION TEKNILLINEN TUTKIMUSKESKUS

Name

Title

Date March 12, 1981

TIAS 10086

GERMAN DEMOCRATIC REPUBLIC

Commerce: Embassy Branch Offices

Agreement effected by exchange of notes
Dated at Washington January 30, 1981;
Entered into force January 30, 1981.

The Department of State to the German Embassy

The Department of State refers to the January 5, 1981, note of the Embassy of the German Democratic Republic regarding the establishment of branch offices of the commercial sections of the two countries' Embassies, hereinafter referred to as "branch offices," and proposes the following:

(1) The establishment, operation, and status of the branch offices and their personnel shall be governed by the rule of reciprocity.

(2) The German Democratic Republic, at a time of its choosing, may open in New York City a branch office of the Commercial Section of its Embassy in Washington. The United States of America, at a time of its choosing, may open a branch office of its Embassy's Commercial Section in Berlin outside the Embassy or in Leipzig.

(3) Unrestricted access to these branch offices will be governed by the rules applicable to the Embassies concerned.

(4) One diplomatic officer with the rank of counselor will be in charge of the branch office. That officer will enjoy privileges and immunities accorded to diplomatic agents and will be listed in the Diplomatic List of the host country as a diplomatic officer of the Embassy of the sending country.

(5) Other staff members of the branch office will be given visas of the same type as members of the Embassy of corresponding rank. They will be exempted from United States income taxes and social security taxes. Other staff members of a United States branch office will receive comparable exemptions from the German Democratic Republic.

(6) The officer in charge and members of the staff of a branch office may engage in general trade promotion activity, but may not function as agents or principals in commercial transactions or enter into contractual agreements on behalf of commercial organizations.

(7) The respective Embassies may rent office space for the branch office which shall be considered a part of the Embassy premises. The papers and archives of the Branch Commercial Section shall be considered part of those of the Embassy. The respective Embassy must receive the approval of the host government before purchasing or otherwise acquiring instead of renting office space for the aforementioned purpose.

(8) A branch office of a Commercial Section may not be used as a general diplomatic or consular facility but only for purposes consonant with the status of the office as part

of the Commercial Section of the Embassy. The host country will support the activities of the branch office with regard to the realization of its commercial tasks. The branch offices will perform their activities in accordance with the laws of the host country.

(9) The Department of State will be given formal advance notice of all personnel of the German Democratic Republic assigned to the branch office in New York, and the Ministry of Foreign Affairs will be given formal advance notice of all American personnel assigned to the branch office of the United States Embassy to the German Democratic Republic.

(10) These arrangements may be terminated by either party giving the other party advance notice of six months.

If the foregoing proposals are acceptable to the Government of the German Democratic Republic, the Department of State proposes that this note, together with the reply from the Embassy of the German Democratic Republic to that effect, constitute an agreement between the two governments, effective on the date of the Embassy's reply.

Department of State,
Washington, January 30, 1981.

The German Embassy to the Department of State

BOTSCHAFT DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK

Note Nr. 4/1981

Die Botschaft der Deutschen Demokratischen Republik in den Vereinigten Staaten von Amerika bezeugt dem Department of State ihre Hochachtung und hat die Ehre, den Empfang der Note vom 30. Januar 1981 über die Errichtung von Zweigstellen der Handelspolitischen Abteilungen der Botschaften der beiden Länder mit folgendem Inhalt zu bestätigen :

1. Die Einrichtung, Wirkungsweise und der Status der Zweigstelle und ihres Personals wird nach dem Prinzip der Gegenseitigkeit geregelt.

2. Die Deutsche Demokratische Republik kann zu einem von ihr gewünschten Zeitpunkt in New York City eine Zweigstelle der Handelspolitischen Abteilung ihrer Botschaft in Washington eröffnen. Die Vereinigten Staaten von Amerika können zu einem von ihnen gewünschten Zeitpunkt eine Zweigstelle der Handelspolitischen Abteilung ihrer Botschaft in Berlin außerhalb ihrer Botschaft oder in Leipzig eröffnen.

Außenministerium der
Vereinigten Staaten
von Amerika
Washington, D.C.

3. Der ungehinderte Zugang zu diesen Zweigstellen wird geregelt nach den für die betreffenden Botschaften geltenden Bestimmungen.

4. Ein Diplomat im Rang eines Rates leitet die Zweigstelle. Dieser Diplomat genießt die den diplomatischen Vertretern gewährten Privilegien und Immunitäten und wird in dem Diplomatenverzeichnis des Gastlandes als Diplomat der Botschaft des Entsendestaates geführt.

5. Anderen Mitarbeitern der Zweigstelle werden Visa der gleichen Art ausgestellt wie Mitarbeitern der Botschaft, die den entsprechenden Rang innehaben. Sie werden von Einkommenssteuern und Sozialversicherungsbeiträgen der Vereinigten Staaten befreit. Den anderen Mitarbeitern der Zweigstelle der Vereinigten Staaten werden vergleichbare Befreiungen seitens der Deutschen Demokratischen Republik gewährt.

6. Der Leiter und die Mitarbeiter der Zweigstelle können allgemeine Aktivitäten zur Förderung des Handels betreiben, können jedoch nicht als Beauftragte oder Auftraggeber bei kommerziellen Transaktionen handeln oder im Auftrage von Handelsorganisationen vertragliche Vereinbarungen abschließen.

7. Die jeweilige Botschaft kann Büroräume für die Zweigstelle mieten, die als Teil der Botschaftsräumlichkeiten betrachtet werden, so, wie ihre Unterlagen und Archive als Teil der Unterlagen und Archive der Botschaft betrachtet werden. Die jeweilige Botschaft muß die Genehmigung der Regierung des Gastlandes erhalten, bevor sie Büroräume zum vorstehend genannten Zweck an Stelle von Mietverhältnissen kaufen oder anderweitig erwerben will.

8. Die Zweigstelle der Handelspolitischen Abteilung darf nicht als allgemeine diplomatische oder konsularische Einrichtung, sondern ausschließlich für Zwecke genutzt werden, die mit dem Status der Zweigstelle als Teil der Handelspolitischen Abteilung der Botschaft im Einklang stehen. Das Gastland wird die Aktivitäten der Zweigstelle in bezug auf die Erfüllung ihrer kommerziellen Aufgaben unterstützen. Die Zweigstellen üben ihre Tätigkeit im Einklang mit den Gesetzen des Gastlandes aus.

9. Dem Ministerium für Auswärtige Angelegenheiten der Deutschen Demokratischen Republik wird offiziell im voraus das gesamte amerikanische Personal mitgeteilt, das in der Zweigstelle der Botschaft der Vereinigten Staaten von Amerika in der Deutschen Demokratischen Republik eingesetzt wird, so wie dem Außenministerium der USA offiziell im voraus das gesamte Personal der Deutschen Demokratischen Republik mitgeteilt wird, das in der Zweigstelle in New York eingesetzt wird.

10. Diese Vereinbarung kann von jeder Seite gekündigt werden, indem sie dies der anderen Seite sechs Monate vorher mitteilt.

Seitens der Deutschen Demokratischen Republik wird dem Vorschlag zugestimmt, daß die oben erwähnte Note des Department of State zusammen mit dieser Note eine Vereinbarung darstellt, die am heutigen Tage in Kraft tritt.

Die Botschaft der Deutschen Demokratischen Republik in den Vereinigten Staaten von Amerika benutzt auch diese Gelegenheit, das Department of State ihrer ausgezeichneten Hochachtung zu versichern.

Washington, 30. Januar 1981

TRANSLATION

THE EMBASSY OF THE GERMAN DEMOCARTIC REPUBLIC

Note No. 4/1981

The Embassy of the German Democratic Republic in the United States of America presents its compliments to the Department of State and has the honor to confirm receipt of the note of January 30, 1981 on the opening of branch offices of the Commercial Sections of the Embassies of the two countries with the following text:

[For the English language text, see pp. 1021-1022.]

The German Democratic Republic accepts the foregoing proposal that the aforementioned note by the Department of State and this note constitute an agreement which shall enter into force today.

The Embassy of the German Democratic Republic in the United States of America avails itself of this opportunity to renew to the Department of State the assurances of its very high consideration.

Washington, January 30, 1981

[Seal]

[Initialed]

The Department of State
of the United States of America,
Washington, D.C.

SENEGAL

Space Cooperation: Vehicle Tracking and Communication Facility

Agreement effected by exchange of notes
Dated at Dakar January 30 and February 5, 1981;
Entered into force February 5, 1981.

The American Embassy to the Senegalese Ministry of Foreign Affairs

No. 016

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the Ministry's diplomatic note No. 17182 of November 29, 1980[1] and the Embassy's diplomatic note No. 193 of October 9, 1980,[1] regarding the establishment and operation of a space vehicle tracking and communication facility. Such a facility would become part of a worldwide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice communication support to the astronauts and other shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

(1) Implementation of the activities provided for under this agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating Agency will be the National Aeronautics and Space Administration or any other entity designated by NASA. On the part of the Government of the Republic of Senegal, the Cooperating Agency will be TELESENEGAL.

(2) The facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers; installation for any needed point-to-point communications beyond

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[1] Not printed.

that already available from authorized telecommunications carrier, necessary support buildings, and power generation equipment.

(3) The Government of Senegal will make available suitable site and rights of way for the facility and an agreed location at no cost to the Government of the United States; the site to remain the property of the Government of Senegal.

(4) All costs of constructing, installing. equipping and operating the facility will be borne by the Government of the United States.

(5) The communications services of the Government of Senegal and its instrumentalities shall be used, to the maximum extent practical, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the relevant Senegalese authorities. The Government of Senegal shall take whatever means are practical to maintain freedom from harmful radio interference, investigate any interference to reception at the facility, and take all reasonable steps to secure the cessation of such interference.

(6) The Government of Senegal will facilitate the installation of any communication lines, power and water required at the site.

(7) Construction of the facility shall be by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work with the prior approval of the specifications by TELESENEGAL. Maximum use shall be made of materials and supplies available locally.

(8) The Senegalese Government shall, in accordance with its laws, regulations and procedures facilitate the admission into Senegal of materials, equipment, supplies, goods or property furnished by the Government of the United States for the purposes of this facility. No duties, taxes or like charges shall be levied on such property imported for use in such activities.

(9) The United States Government shall retain title to equipment, supplies and other movable property provided by it or acquired in Senegal by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Senegal at its own expense and free from export duties or similar charges, upon the termination of this Agreement. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be offered, in accordance with the laws and administrative procedures of the United States to the Senegalese Cooperating Agency. If the latter should not desire the property in that instance, disposal of the property by the Embassy of the United States of America in Dakar should be accomplished under conditions acceptable to both Governments.

(10) The Government of Senegal will, subject to its immigration laws and regulations, take the necessary steps to facilitate the admis-

sion into an exit from Senegal of such United States personnel, including contractor personnel, as may be assigned by the United States Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement.

(11) The United States personnel sent to Senegal by the United States Cooperating Agency for the purposes of activities under this Agreement shall be free of any local salary or residence/domicile taxes.

(12) The Government of Senegal will facilitate the obtaining/waiving of any local work permits.

(13) It is understood that the execution of this Agreement depends on funds allocated and voted by the Congress of the United States.

(14) Each cooperating agency may make public, after consultation with the other, information concerning this activity which requires the participation of the other agency.

(15) The facility would be available for visits by the general public. Scheduling, regulation of access, and other arrangements for such visits shall be as agreed between designated representatives of each cooperating agency.

(16) Within the context of this Agreement, NASA will provide for the training of six Senegalese technicians in station operation and maintenance. This will be accomplished by on-the-job utilization at the station site, with details determined by joint agreement between the parties.

(17) In connection with the facility, the cooperating agencies are authorized to conclude supplementary arrangements from time to time as required to carry out the activities of this Agreement.

(18) The Government of the United States anticipates that the Station will be required for use until January 1, 1984. The Agreement will remain in force until that date and may be further extended by agreement of the two governments.

The Embassy has the honor to suggest that if the Senegalese Government concurs in the proposals outlined above, the present Note and the Ministry's confirmatory reply shall together constitute and evidence an Agreement between the two governments on the matter.

The Embassy takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
DAKAR, *January 30, 1981.*

The Senegalese Ministry of Foreign Affairs to the American Embassy

SCK/td

REPUBLIQUE DU SENEGAL

MINISTERE
DES AFFAIRES ETRANGERES

N° 0143 M.A.E./DAJC/CAI

Dakar, le 05 FEV. 1981

Le ministère des Affaires étrangères de la République du Sénégal présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Dakar et, se référant à la note verbale de l'Ambassade n°016 du 23 janvier 1981 et à celle du ministère n° 17 182/MAE/DAJC/CAI du 29 novembre 1980, a l'honneur de porter à Sa connaissance ce qui suit :

Le gouvernement de la République du Sénégal approuve les propositions de l'Ambassade relatives aux modalités pratiques d'installation, au Sénégal, de la station de communication terrestre de la "Navette spatiale", aux conditions déterminées par Sa note verbale indiquée ci-dessus.

Le ministère confirme que l'échange de la présente note et celle de l'Ambassade devra constituer la preuve d'un accord entre le gouvernement de la République du Sénégal et le gouvernement des Etats-Unis d'Amérique, sur l'installation de la station de communication terrestre à GANDOUL pour assister le programme de vols de la Navette spatiale.

Le ministère des Affaires étrangères de la République du Sénégal saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Dakar, les assurances de sa très haute considération.

République du Sénégal — Ministère des Affaires Etrangères

AMBASSADE DES ETATS-UNIS
D'AMERIQUE
D A K A R

TRANSLATION

REPUBLIC OF SENEGAL
MINISTRY OF FOREIGN AFFAIRS

Dakar, February 5, 1981

No. 1431 M.A.E./DAJC/CAI

The Ministry of Foreign Affairs of the Republic of Senegal presents its compliments to the Embassy of the United States of America at Dakar and, with reference to the Embassy's note verbale No. 016 of January 23, 1981, and to the Ministry's note verbale No. 17 182/MAE/DAJC/CAI of November 29, 1980, has the honor to inform it of the following.

The Government of the Republic of Senegal approves the Embassy's proposals concerning the practical terms and conditions for the installation of a land communication station for the Space Shuttle in Senegal, under the conditions set forth in its above-mentioned note verbale.

The Ministry confirms that the exchange of the present note and that of the Embassy shall constitute an agreement between the Government of the Republic of Senegal and the Government of the United States of America on the installation of the land communication station at Gandoul to assist the Space Shuttle flight program.

The Ministry of Foreign Affairs of the Republic of Senegal avails itself of this opportunity to renew to the Embassy of the United States at Dakar the assurances of its very high consideration.

[Initialed]

[Seal]

Embassy of the United States of America,
Dakar.

EGYPT

Agricultural Commodities

Agreements amending the agreement of March 20, 1979.
Effected by exchange of notes
Signed at Cairo June 30, 1980;
Entered into force June 30, 1980.
And signed at Cairo June 28, 1981;
Entered into force June 28, 1981.

The American Ambassador to the Egyptian Deputy Prime Minister for Economic and Financial Affairs and the Minister of Supply and Home Trade

EMBASSY OF THE
UNITED STATES OF AMERICA

CAIRO, EGYPT *June 30, 1980*

EXCELLENCIES:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979,[1] as amended, and propose the Agreement be further amended as follows:

A. PART II – Particular Provisions:

(1) Item I – Commodity Table – Insert the following under appropriate columns: "Wheat/Wheat Flour (Grain equivalent basis) 1980, 90,000 and $15.0" and on the next line insert "Total 195,000 and $30.0" in the appropriate columns.

(2) Item III – Usual Marketing Table – Under column entitled Import Period (U.S. Fiscal Year) delete "1979" and insert "1980."

(3) Item IV – Export Limitations – Delete in subparagraph A after . . . . U.S. Fiscal Year "1979" and insert "1980."

(4) Under Item V – Self-Help Measures – Delete the existing self-help measures in their entirety and insert the following:

"A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

[1] TIAS 9683; 31 UST 5714.

"B. The Government of Egypt agrees to undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

"1. Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed on training that includes an operational orientation towards the management and planning of activities.

"2. To continue review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and the use of inputs.

"3. To expand and improve present GOE capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.

"4. Continue a reassessment of agricultural sector investment levels, with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns at the same time encouraging pilot projects in marginal lands not yet under cultivation.

"5. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, to undertake the formulation of a national agricultural mechanization policy which would encourage the development and application of appropriate technology including small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

"6. Building on existing analysis undertake a second stage review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.

"7. Continue analysis of the present public and private family planning program with the aim of identifying key bottlenecks and developing a strategy for overcoming these by April 30, 1981.

"8. Examine the organization and management of agricultural research as it relates to increased production through the extension process. The review will (1) identify constraints to agricultural growth in the organization and management of the agricultural sector, and (2) examine controls and procedures for the purpose of creating initiative and incentives for individual farmers while providing necessary services."

B. Annex A – Food and Development Program:

(1) Item III – Paragraph A: Delete the last sentence of Paragraph A beginning "The dollar equivalent of local . . . . ." and ending "Article II II of this Agreement." in its entirety and replace with the following two sentences: "The dollar equivalent of local currency disbursed for the eligible uses identified in Annex B shall be credited as payment for the purpose of Part I, Article II II of this Agreement against (1) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (2) the combined payments of principal and interest starting with the first installment payment until the value of the local currencies disbursed has been offset. Full disbursement from the special account of the local currency funds deposited in an amount equivalent to the dollar value of the credit furnished by the exporting country, in accordance with provisions of item II B.1. above for purposes specified in Annex B and in accordance with the provisions of this Agreement, will be deemed to be payment of all installments of principal and interest payable thereon for the commodities furnished under this Agreement".

(2) Item IV D – Delete the first sentence of Item IV D and substitute the following: "For the purposes of negotiating and executing implementation letters, the government of the importing country will be represented by the individual holding or acting in the office of Chairman of the Organization for Reconstruction and Development of the Egyptian Village and the government of the exporting country will be represented by the individual holding or acting in the office of U.S. Ambassador, each of whom, by written notice, may designate additional representatives."

C. Annex B – Delete Item V (G), (H), (I) and (J), Item VI (A), (B) and (C) and Item VII (A), (B) and (C), and insert the following:

(1) Under Item V:

"G. Training and Evaluation Program:

"1. ORDEV will develop and staff a training and evaluation program. The purpose of this program will be to strengthen the implementation capability at the village and governorate level and would have the following elements: (a) training program on the planning (including an economic analysis of benefits and cost), design and implementation of BVS projects; (b) the planning and scheduling of a detailed evaluation of a randomly selected sample of Title III BVS projects; (c) the collecting and analysis of benchmark data (for example the amount of paved and unpaved rural roads, number of people served by rural water and sewage systems and reporting of systems out of operation, number of rural households served by electrical connections, access to and operation of local marketing

institutions and other data useful in appraising success of the BVS program; (d) participation in the annual evaluation of the BVS Food for Development Program and preparation of the annual report called for in Annex A, Item II, Paragraph A.2. Other monitoring and review activities may also be included.

"2. If there are insufficient funds from other sources available for establishing a training and evaluation program a small amount may be reserved from the Title III BVS special account funds for this purpose. A joint exchange of implementation letters will be used to determine the amount and present plans for carrying out the training and evaluation program.

"H. Disbursement for Credit of Offset Against Indebtedness:

"1. Village councils will make requests for funding of specified projects under this program. When technically reviewed and administratively approved, the GOE will transfer necessary funds from the Title III special account to the bank account of the village council against a signed project agreement. This transfer will be considered a disbursement in furtherance of the goals of the Food for Development Program and will be eligible for offset against Title III indebtedness. The Ministry of Finance will provide documented evidence to the USG of such disbursements from the special account and deposit into the village council account. In no event will credit of offset against indebtedness occur prior to the sale of commodities provided under this agreement in the importing country.

"2. Any disbursement for the training and evaluation program will be established by use of joint implementation letters between the USG and GOE.

"I. Funding Eligibility:

"Funds from the Title III special account are restricted in their use. Funds from this account can only be used to pay for costs in connection with approved BVS projects and the planning and evaluation program. ORDEV will certify to USG that advances to village councils are made in accordance with this policy.

"J. Reporting:

"Village councils will submit monthly progress and completion reports to the ORDEV representative at the governorate level. The governorate will prepare quarterly reports and certifications of completion of work on projects which will be forwarded to ORDEV with copies to the Ministries of Planning, Economy, Finance and Agriculture. ORDEV will send the reports, after review and approval, to the USG."

(2) Under Item VI, Evaluation, Benchmarks and Audits:

"A. Evaluation and Benchmarks:

"1. The GOE will start an operational training and evaluation program to support the BVS program.

"2. Benchmarks to be utilized in reviewing progress at the end of the second year will include but not be limited to:

"A. Benchmark data for categories used for determining eligible projects for Title III funding will be used to analyze overall progress, e.g., amount of rural roads paved and unpaved before and after; people served by rural and sewage systems and systems out of operation before and after, length of irrigation canals lined before and after; and other data as suggested in the evaluation report.

"B. The schedule and procedures for carrying out a detailed evaluation of randomly selected projects will have been established.

"C. The number and quality of specific project proposals approved and number of projects implemented.

"D. The monitoring and reporting of funds transferred from the Title III special account to village council for approved projects is being satisfactorily carried out.

"E. The routine project monitoring and evaluation reports are being completed and used for BVS program management.

"3. The BVS program will be evaluated annually as called for in Annex A. The evaluation for the second year will be completed by February 1, 1981 and will be carried out jointly by the USG and GOE. In addition to the items in VI(A) above, the evaluation will cover the following areas:

"A. Whether the GOE is continuing to make adequate levels of funding available during the life of the projects, and to quantify the level the GOE is committed to maintain and increase funding levels both during and after the project, as defined in Item II(G) of this annex.

"B. Whether the GOE is continuing to reinforce and strengthen decentralized local governments in a manner that will develop operational projects in support of agricultural and rural development.

"C. That BVS projects undertaken at the initiative of village councils are firmly planned, designed, engineered and operational under field conditions.

"D. That special or regular institutional mechanisms are providing funds, technical support and policy actions for village projects.

"E. A review of the selection criteria for extending BVS operations to additional governorates and the BVS categories eligible for funding in those provinces.

"F. That performance monitoring and comparative evaluation reports are regularly carried out on BVS projects.

"4. A joint USG–GOE mid-year review of ongoing basic village services projects will be completed by August–September 1980. The principal focus of this review will be on-site spot inspections of projects to appraise progress in implementation and identify any problem areas.

"B. Audits:

"Should audits reveal that a project has not been completed or is not up to prevailing acceptable standards of construction and progress, the GOE will be formally notified of the deficiency. Based on the audits the USG reserves the right to disallow forgiveness in cases of gross or persistent deficiency.

(3) Under Item VII – Other Provisions:

"A. Multi-Year Programming:

"Although the Food for Development (Title III) agreements will be signed on a year-by-year basis, the proposal includes language indicating a commitment on the part of both Governments that these annual agreements will form a multi-year program covering the basic village services project. The quantity and value to be programmed each year will be subject to PL 480 funding and commodity availabilities.

"B. Monitoring:

"The monitoring and audits of the basic village services programs will be based on benchmarks, guidelines and goals set up to evaluate programs in carrying out the village projects. Using a mutually agreed sample, a selected number of projects will be evaluated not less than annually in accordance with requirements covered in Item II(A) (2) and (3), and Item III(E) of Annex A. Additional review and evaluation requirements of Item III(B), Item III(D) and Item III(C) of Annex A will be covered by the monitoring system.

"C. Since the proceeds generated from the sale of commodities financed under this agreement as amended can be utilized for basic village services projects for a period not exceeding two years after completion of the FFD program, there will be a need to evaluate the BVS projects for which such proceeds are utilized. These evaluations should be linked with findings of earlier evaluations permitting a comparison of results with project targets. Also required is a specific accounting for all commodities, funds generated, their uses and the outstanding balances at the end of each fiscal year. A comprehensive report on the activities and progress achieved under the FFD program is required at the end of the final fiscal year."

All other terms and conditions of the March 20, 1979 Title III Agreement would remain the same.

I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

ALFRED L ATHERTON JR.

Alfred L. Atherton, Jr.
Ambassador of the
United States of America

[SEAL]

His Excellency
Dr. ABDEL RAZZAK ABDEL MEGUID
Deputy Prime Minister for Economic
and Financial Affairs and Minister of
Planning, Finance and Economy
Cairo

His Excellency
AHMED AHMED NOUH
Minister of Supply and Home Trade
Cairo

The Egyptian Deputy Prime Minister for Economic and Financial Affairs and the Minister of Supply and Home Trade to the American Ambassador

DEPUTY PRIME MINISTER FOR ECONOMIC
AND FINANCIAL AFFAIRS
MINISTER OF ECONOMY

CAIRO, EGYPT *June 30, 1980*

EXCELLENCY:

We have the honor to acknowledge receipt of your Note of June 30, 1980, which reads as follows:

"CAIRO, EGYPT *June 30, 1980*

"EXCELLENCIES:

"I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979, as amended, and propose the Agreement be further amended as follows:

"A. PART II – Particular Provisions:

"(1) Item I – Commodity Table – Insert the following under appropriate columns: 'Wheat/Wheat Flour (Grain equivalent

basis) 1980, 90,000 and $15.0' and on the next line insert 'Total 195,000 and $30.0' in the appropriate columns.

"(2) Item III – Usual Marketing Table – Under column entitled Import Period (U.S. Fiscal Year) delete '1979' and insert '1980.'

"(3) Item IV – Export Limitations – Delete in subparagraph A after . . . . U.S. Fiscal Year '1979' and insert '1980.'

"(4) Under Item V – Self-Help Measures – Delete the existing self-help measures in their entirety and insert the following:

" 'A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

" 'B. The Government of Egypt agrees to undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

" '1. Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed on training that includes an operational orientation towards the management and planning of activities.

" '2. To continue review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and the use of inputs.

" '3. To expend and improve present GOE capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.

" '4. Continue a reassessment of agricultural sector investment levels, with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns at the same time encouraging pilot projects in marginal lands not yet under cultivation.

" '5. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, to undertake the formulation of a national agricultural mechanization policy which would encourage the development and application of appropriate technology including

small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

" '6. Building on existing analysis undertake a second stage review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.

" '7. Continue analysis of the present public and private family planning program with the aim of identifying key bottlenecks and developing a strategy for overcoming these by April 30, 1981.

" '8. Examine the organization and management of agricultural research as it relates to increased production through the extension process. The review will (1) identify constraints to agricultural growth in the organization and management of the agricultural sector, and (2) examine controls and procedures for the purpose of creating initiative and incentives for individual farmers while providing necessary services.'

"B. Annex A – Food and Development Program:

"(1) Item III – Paragraph A: Delete the last sentence of Paragraph A beginning 'The dollar equivalent of local. . . . .' and ending 'Article II H of this agreement.' in its entirety and replace with the following two sentences: 'The dollar equivalent of local currency disbursed for the eligible uses identified in Annex B shall be credited as payment for the purpose of Part I, Article II H of this Agreement against (1) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (2) the combined payments of principal and interest starting with the first installment payment until the value of the local currencies disbursed has been offset. Full disbursement from the special account of the local currency funds deposited in an amount equivalent to the dollar value of the credit furnished by the exporting country, in accordance with provisions of item II B.1. above for purposes specified in Annex B and in accordance with the provisions of this Agreement, will be deemed to be payment of all installments of principal and interest payable thereon for the commodities furnished under this Agreement.'

"(2) Item IV D – Delete the first sentence of Item IV D and substitute the following: 'For the purposes of negotiating and executing implementation letters, the government of the importing country will be represented by the individual holding or acting in the office of Chairman of the Organization for Reconstruction and Development of the Egyptian village and the government of the exporting country will be represented by the individual holding or acting in the office of U.S. Ambassador,

each of whom, by written notice, may designate additional representatives.'

"C. Annex B – Delete Item V (G), (H), (I) and (J), Item VI (A), (B) and (C) and Item VII (A), (B) and (C), and insert the following:

"(1) Under Item V:

" 'G Training and Evaluation Program:

" '1. ORDEV will develop and staff a training and evaluation program. The purpose of this program will be to strengthen the implementation capability at the village and governorate level and would have the following elements: (a) training program on the planning (including an economic analysis of benefits and cost), design and implementation of BVS projects; (b) the planning and scheduling of a detailed evaluation of a randomly selected sample of Title III BVS projects; (c) the collecting and analysis of benchmark data (for example the amount of paved and unpaved rural roads, number of people served by rural water and sewage systems and reporting of systems out of operation, number of rural households served by electrical connections, access to and operation of local marketing institutions and other data useful in appraising success of the BVS program; (d) participation in the annual evaluation of the BVS Food for Development Program and preparation of the annual report called for in Annex A, Item II, Paragraph A.2. Other monitoring and review activities may also be included.

" '2. If there are insufficient funds from other sources available for establishing a training and evaluation program a small amount may be reserved from the Title III BVS special account funds for this purpose. A joint exchange of implementation letters will be used to determine the amount and present plans for carrying out the training and evaluation program.

" 'H. Disbursement for Credit of Offset Against Indebtedness:

" '1. Village councils will make requests for funding of specified projects under this program. When technically reviewed and administratively approved, the GOE will transfer necessary funds from the Title III special account to the bank account of the village council against a signed project agreement. This transfer will be considered a disbursement in furtherance of the goals of the Food for Development Program and will be eligible for offset against Title III indebtedness. The Ministry of Finance will provide documented evidence to the USG of such disbursements from the special account and deposit into the village council account. In no event will credit of offset against indebtedness occur prior to the sale of commodities provided under this agreement in the importing country.

" '2. Any disbursement for the training and evaluation program will be established by use of joint implementation letters between the USG and GOE.

" 'I. Funding Eligibility:

" 'Funds from the Title III special account are restricted in their use. Funds from this account can only be used to pay for costs in connection with approved BVS projects and the planning and evaluation program. ORDEV will certify to USG that advances to village councils are made in accordance with this policy.

" 'J. Reporting:

" 'Village councils will submit monthly progress and completion reports to the ORDEV representative at the governorate level. The governorate will prepare quarterly reports and certifications of completion of work on projects which will be forwarded to ORDEV with copies to the Ministries of Planning, Economy, Finance and Agriculture. ORDEV will send the reports, after review and approval, to the USG.'

"(2) Under Item VI, Evaluation, Benchmarks and Audits:

" 'A. Evaluation and Benchmarks:

" '1. The GOE will start an operational training and evaluation program to support the BVS program.

" '2. Benchmarks to be utilized in reviewing progress at the end of the second year will include but not be limited to:

" 'A. Benchmark data for categories used for determining eligible projects for Title III funding will be used to analyze overall progress, e.g., amount of rural roads paved and unpaved before and after; people served by rural and sewage systems and systems out of operation before and after, length of irrigation canals lined before and after; and other data as suggested in the evaluation report.

" 'B. The schedule and procedures for carrying out a detailed evaluation of randomly selected projects will have been established.

" 'C. The number and quality of specific project proposals approved and number of projects implemented.

" 'D. The monitoring and reporting of funds transferred from the Title III special account to village council for approved projects is being satisfactorily carried out.

" 'E. The routine project monitoring and evaluation reports are being completed and used for BVS program management.

" '3. The BVS program will be evaluated annually as called for in Annex A. The evaluation for the second year will be completed by February 1, 1981 and will be carried out jointly by the USG and GOE. In addition to the items in VI (A) above, the evaluation will cover the following areas:

" 'A. Whether the GOE is continuing to make adequate levels of funding available during the life of the projects, and to quantify the level the GOE is committed to maintain and increase funding levels both during and after the project, as defined in Item II (G) of this annex.

" 'B. Whether the GOE is continuing to reinforce and strengthen decentralized local governments in a manner that will develop operational projects in support of agricultural and rural development.

" 'C. That BVS projects undertaken at the initiative of village councils are firmly planned, designed, engineered and operational under field conditions.

" 'D. That special or regular institutional mechanisms are providing funds, technical support and policy actions for village projects.

" 'E. A review of the selection criteria for extending BVS operations to additional governorates and the BVS categories eligible for funding in those provinces.

" 'F. That performance monitoring and comparative evaluation reports are regularly carried out on BVS projects.

" '4. A joint USG–GOE mid-year review of ongoing basic village services projects will be completed by August–September 1980. The principal focus of this review will be on-site spot inspections of projects to appraise progress in implementation and identify any problem areas.

" 'B. Audits:

" 'Should audits reveal that a project has not been completed or is not up to prevailing acceptable standards of construction and progress, the GOE will be formally notified of the deficiency. Based on the audits the USG reserves the right to disallow forgiveness in cases of gross or persistent deficiency.

"(3) Under Item VII – Other Provisions:

" 'A. Multi-Year Programming:

" 'Although the Food for Development (Title III) agreements will be signed on a year-by-year basis, the proposal includes language indicating a commitment on the part of both Governments that these annual agreements will form a multi-year program covering the basic village services project. The quantity

and value to be programmed each year will be subject to PL 480 funding and commodity availabilities.

" 'B. Monitoring:

" 'The monitoring and audits of the basic village services programs will be based on benchmarks, guidelines and goals set up to evaluate programs in carrying out the village projects. Using a mutually agreed sample, a selected number of projects will be evaluated not less than annually in accordance with requirements covered in Item II(A) (2) and (3), and Item III(E) of Annex A. Additional review and evaluation requirements of Item III(B), Item III(D) and Item III(G) of Annex A will be covered by the monitoring system.

" 'C. Since the proceeds generated from the sale of commodities financed under this agreement as amended can be utilized for basic village services projects for a period not exceeding two years after completion of the FFD program, there will be a need to evaluate the BVS projects for which such proceeds are utilized. These evaluations should be linked with findings of earlier evaluations permitting a comparison of results with project targets. Also required is a specific accounting for all commodities, funds generated, their uses and the outstanding balances at the end of each fiscal year. A comprehensive report on the activities and progress achieved under the FFD program is required at the end of the final fiscal year.' "

"All other terms and conditions of the March 20, 1979 Title III Agreement would remain the same.

"I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

"Accept, Excellencies, the assurance of my highest consideration.

"Alfred L. Atherton, Jr.

Ambassador of the
United States of America"

We have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject, to enter into force on the date of this reply.

Accept, Excellency, the assurance of our highest consideration.

A. MEGUID

Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

A. A. NOUH

His Excellency
ALFRED L. ATHERTON, JR.
Ambassador of the
United States of America
Cairo

The Egyptian Deputy Prime Minister for Economic and Financial Affairs, the Minister of Supply and Home Trade and the Minister of State for Economy to the American Ambassador

DEPUTY PRIME MINISTER FOR ECONOMIC
AND FINANCIAL AFFAIRS
MINISTRY OF FINANCE

CAIRO, EGYPT *June 28, 1981*

EXCELLENCY:

We have the honor to acknowledge receipt of your Note of June 28, 1981, which reads as follows:

"CAIRO, EGYPT *June 28, 1981*

"EXCELLENCIES:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979, and propose the Agreement be further amended as follows:

A. PART II – Particular Provisions:

(1) Item I – Commodity Table – Insert the following under appropriate columns: "Wheat, 1981 90,000 and Dol 15.0" and on the following line entitled Total delete "195,000 Dol 30.0" and insert "285,000 and Dol 45.0".

(2) Under Item III – Usual Marketing Table – Under column entitled Import Period (U.S. Fiscal Year) delete "1980" and insert "1981", and delete "2,000" and insert "2,500".

(3) Under Item IV – Export Limitations – Delete in sub-paragraph A after . . . U.S. Fiscal Year, "1980" and insert "1981".

(4) Under Item V – Self-Help Measures – Delete the existing self-help measures in their entirety and insert the following:

"A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

"B. The Government of Egypt agrees to undertake and provide adequate financial, technical and managerial resources for the implementation of the activities listed by major grouping below:

"1. Agricultural production

(A) Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, undertake the formulation of national agricultural mechanization policy which would encourage the development and application of appropriate technology including small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.

(B) Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, (including marginal productive land) as well as projects for the development of new land. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns/mix.

"2. Agricultural Research and Extension

(A) Examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts. The review will: (1) Identify constraints for effectively managing the agricultural research system, (2) Determine what linkages are needed to get research results tested and available to the individual farmer, and (3) Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers.

(B) Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed in training that includes an operational orientation towards the management and planning activities. Other important areas include training in the use of mass media and group level instructional procedures to disseminate information on the benefits of improved agricultural production, harvesting, transportation and marketing techniques.

"3. Analyses for Policy Formulation and Agricultural planning

(A) Analyze and develop a national plan for animal production.

(B) To continue the review and analysis of pricing for agricultural inputs. (e.g., fertilizer, aid to agriculture, etc.) and outputs in order to provide a basis for possible changes in the system of output incentives and in the system for the allocation and use of inputs.

(C) Build on existing analysis and continue review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items".

ANNEX A. Under Item II in sub-paragraph B2 after "Local currency deposited" insert "and any interest accrued".

ANNEX B. Under Item V in sub-paragraph I after "Funds from this account" insert "and any interest earned thereupon".

Under Item VI para A, No. 2 change "second" to "third".

Under Item VI para A, No. 3, delete "second year will be completed by February 1, 1981" and insert "third year will be completed by February 1, 1982".

Under Item VI para A, No. 4, delete in its entirety.

All other terms and conditions of the March 20, 1979 Title III Agreement as amended June 30, 1980 would remain the same.

"I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

"Accept, Excellencies, the assurance of my highest consideration.

ALFRED L ATHERTON JR.

"Alfred L. Atherton, Jr.
Ambassador of the
United States of America

We have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply

as constituting an Agreement between our two Governments on this subject, to enter into force on the date of this reply.

Accept, Excellency, the assurance of our highest consideration.

A. MEGUID

Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for Economic and Financial Affairs

A. A. NOUH

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

S. NOUR EL DIN

Dr. Soliman Nour El Din
Minister of State for Economy

His Excellency
ALFRED L. ATHERTON, JR.
Ambassador of the
United States of America
Cairo

HAITI

Trade in Textiles and Textile Products

Agreement amending the agreement of August 17, 1979, as amended.
Effected by exchange of notes
Signed at Port-au-Prince December 17, 1980 and February 5, 1981;
Entered into force February 5, 1981.

The Haitian Secretary of State to the American Ambassador

REPUBLIQUE D'HAITI

SECRETAIRERIE D'ETAT DU COMMERCE ET DE L'INDUSTRIE

No. DL/BF 4070 PORT-AU-PRINCE, LE 17 DEC 1980 197

Monsieur l'Ambassadeur,

En référence à la Convention sur le Commerce International des Textiles signée le 20 Décembre 1973 et prorogée jusqu'en Décembre 1981, et en référence également à l'article 7 de l'accord textile entre la République d'Haiti et les Etats-Unis d'Amérique, ratifié par les deux parties le 17 Août 1979, J'ai l'honneur par la présente, de solliciter au nom du Gouvernement Haitien, une extension des limites de la Catégorie 652 afin de permettre aux entreprises exploitant cette catégorie de travailler jusqu'à la fin de la deuxième année d'accord.

Aux termes des pourpalers tenus à Port-au-Prince les 25 et 26 Juillet 1979 entre les représentants de nos deux Gouvernements, la Catégorie 652 a été affectée d'un niveau désigné de consultation (DCL) de 500.000 douzaines soit 8.000.000 d'équivalents Yards carrés.

Catégorie 652	-	DCL-	500.000 douzaines
Sous-vêtements	-		8.000.000 ESY

Les exportations haitiennes dans cette catégorie, ont atteint pour la première année d'accord qui a pris fin le 30 Avril 1980, un niveau de 360.000 douzaines, soit 72 % du quota alloué à cette catégorie.

73-634 - 88 - 34

Durant les sept premiers mois de cette deuxième année d'accord, les entreprises ont exporté 336.000 douzaines de sous-vêtements en fibres synthétiques, ce qui représente 67,2 % du quota.

Le Département du Commerce et de l'Industrie prévoit que la production des entreprises qui exportent en moyenne 60.000 douzaines par mois, dépassera cette année les 500.000 douzaines allouées. En conséquence, pour prévenir les suites fâcheuses d'un arrêt même temporaire de la production, le Gouvernement Haitien a l'honneur par la présente de solliciter du Département d'Etat Américain que les exportations haitiennes de la Catégorie 652 soient autorisées à excéder le niveau de 500.000 douzaines jusqu'à concurrence de 121 % du quota.

Voici les propositions haitiennes:

1er Mai 1980 - 30 Avril 1981
Catégorie 652 - DCL -
Quota : 610.000 douzaines.

Assuré que l'urgence de cette situation fera l'objet de Votre plus grande attention, je vous saurais gré Monsieur l'Ambassadeur, de transmettre au Département d'Etat Américain dans les meilleurs délais, la requête du Gouvernement Haitien.

Recevez Monsieur l'Ambassadeur, l'expression de ma parfaite considération.

Jacques B. SIMEON
Secrétaire d'Etat

SON EXCELLENCE
MONSIEUR HENRI L. KIMELMAN
AMBASSADEUR DES
ETATS-UNIS D'AMERIQUE
EN SES BUREAUX.-

SLD/jm

TRANSLATION

Republic of Haiti
Office of the Secretary of State for Commerce and Industry

No. DI/T&F 4070 Port-au-Prince, December 17, 1980

Mr. Ambassador:

With reference to the Arrangement Regarding International Trade in Textiles, done at Geneva on December 20, 1973 and extended until December 1981,[1] and with further reference to the Textile Agreement between the Republic of Haiti and the United States of America, ratified by the two parties on August 17, 1979,[2] I have the honor to request on behalf of the Government of Haiti an increase in the limits of Category 652 to enable firms manufacturing that category of product to work until the end of the second agreement year.

Under the terms of the discussions between representatives of our two governments in Port-au-Prince on July 25 and 26, 1979, Category 652 was allocated a designated consultation level (DCL) of 500,000 dozen, or 8,000,000 square yards equivalent:

Category 652	-	DCL	500,000 dozen
Underwear	-		8,000,000 ESY

For the first agreement year ending April 30, 1980, the level of Haitian exports in this category was 360,000 dozen, i.e., 72% of the quota allocated to said category. For the first seven months of this second agreement year,

His Excellency
Henri L. Kimelman,
Ambassador of the United States of America,
Port-au-Prince.

[1] TIAS 7840; 8939; 25 UST 1001; 29 UST 2287.
[2] TIAS 9595, 9715; 30 UST 7485; 32 UST 495.

the aforementioned firms exported 336,000 dozen man-made fiber underwear, representing 67.2% of the quota.

The Department of Commerce and Industry anticipates that this year production by firms exporting an average of 60,000 dozen per month will exceed the 500,000 dozen allocated. Therefore, to prevent the unfortunate consequences which even a temporary halt in production would cause, the Government of Haiti hereby requests the Department of State that Haitian exports in Category 652 be authorized to exceed the level of 500,000 dozen up to 121% of the quota. The Haitian proposal is as follows:

May 1, 1980 to April 30, 1981
Category 652 - DCL
Quota: 610,000 dozen.

I am convinced that in view of the urgency of this situation you will give it your utmost consideration, and I should be grateful, Mr. Ambassador, if you would transmit this request from the Government of Haiti to the Department of State at the earliest possible date.

Accept, Mr. Ambassador, the assurances of my highest consideration.

Jacques Siméon

Jacques B. Simeon
Secretary of State

SLD/jm

The American Ambassador to the Haitian Secretary of State

No. 38 PORT-AU-PRINCE, *February 5, 1981*

EXCELLENCY:

I refer to Paragraph 7 of the Agreement between the United States of America and the Republic of Haiti relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes August 17, 1979, as amended ("The Agreement"), and to your letter of December 17, 1980 in which you request on behalf of the Government of Haiti that the consultation level for Category 652, man-made fiber underwear, be increased by 110,000 dozen to a level of 610,000 dozen for the second Agreement year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

HENRY L. KIMELMAN
Ambassador

His Excellency
JACQUES SIMEON
Secretary of State
Department of Commerce and Industry
Port-au-Prince

TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

Implementing agreement signed at Ankara
February 7, 1981;
Entered into force February 7, 1981.

IMPLEMENTING AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING
OF CERTAIN DEBTS OWED TO
THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Implementing Agreement dated February 7, 1981
between the United States of America and the Republic of Turkey.

Whereas, the United States of America, acting through the Agency for International Development ("A.I.D.") has made certain loans to, or for the benefit of, the Republic of Turkey ("Turkey");

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an understanding reached by the Government of the United States, dated July 23, 1980,[1] on the rescheduling and consolidation of Turkey's debts;

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an agreement regarding the consolidation and rescheduling of certain debts owed to, guaranteed or insured by the United States Government and its Agencies, dated October 24,1980[2](the "Rescheduling Agreement"); and

Whereas, the Rescheduling Agreement is to be implemented by separate agreements (the "Implementing Agreements") between Turkey and the United States and certain United States agencies, including A.I.D.;

Now therefore, the parties hereto agree as follows:

PART I

RESCHEDULED DEBT

Certain debts incurred by Turkey and owing to A.I.D. pursuant to the loan agreements listed in Schedule A attached hereto are hereby rescheduled as provided in this Agreement.

For purposes of this Agreement, "Debt" means the following obligations with respect to loan agreements executed prior to January 1, 1980: the sum of principal and interest payable with respect to loan agreements having an original maturity of more than one year and which were due and unpaid as of June 30, 1980, or which will fall due between July 1, 1980 and June 30, 1981 inclusive;

"Previously Rescheduled Debt" means the sum of principal and interest payable with respect to the implementing agreements between A.I.D. and Turkey signed on December 5, 1978[3] and April 22, 1980,[4] which were due and unpaid as of June 30, 1980 or which will fall due between July 1, 1980 and June 30; 1981 inclusive;

[1] Not printed.
[2] TIAS 9909; 32 UST 3674.
[3] TIAS 9361; 30 UST 2748.
[4] TIAS 9786; 32 UST 1549.

"Consolidated Debt" means ninety percent (90%) of the dollar amount of the Debt and Previously Rescheduled Debt;

"Non-consolidated Debt" means the remaining ten percent (10%) of the Debt and Previously Rescheduled Debt.

Section 1. Consolidated Debt.

Turkey shall pay to A.I.D. the Consolidated Debt as set forth in Schedule B in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to the Debt which was due and unpaid as of June 30, 1980, and which amounts to $3,312,154.11, shall be repaid in ten (10) equal installments of $331,215.41 payable on July 1 and January 2 each year commencing on July 1, 1985, with the final installment due on January 2, 1990.

(b) The Consclidated Debt relating to the Debt which will fall due between July 1, 1980 and June 30, 1981, and which amounts to $46,252,487.56 shall be repaid in ten (10) equal installments of $4,625,248.75 payable on January 2 and July 1 each year commencing on January 2, 1986, with the final installment due on July 1, 1990.

(c) The Consolidated Debt relating to the Previously Rescheduled Debt which was due and unpaid as of June 30, 1980, and which amounts to $6,439,639.85 shall be repaid in eight (8) equal installments of $804,954.98 payable on July 1 and January 2 each year commencing on July 1, 1984, with the final installment due on January 2, 1988.

(d) The Consolidated Debt relating to the Previously Rescheduled Debt which will fall due between July 1, 1980 and June 30, 1981, and which amounts to $8,824,748.88 shall be repaid in eight (8) equal installments of $1,110,593.67 payable on January 2 and July 1 each year commencing on January 2, 1985, with the final installment due on July 1, 1988.

Turkey shall pay to A.I.D. interest at the rate of 3.31 percent per annum on the outstanding balance of the Consolidated Debt and on any due and unpaid interest thereon. All interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 2 and July 1 of each year commencing on January 2, 1981. Interest on Consolidated Debt described in paragraphs (a) and (b) above shall accrue from the respective due dates specified in each of the Original Contracts and shall continue to accrue until the Consolidated Debt relating to the Debt is repaid in full. Interest on Consolidated Debt described in paragraphs (c) and (d) above shall accrue from the respective due dates specified in the two implementing agreements described in Part I above and shall continue to accrue until the Consolidated Debt relating to the Previously Rescheduled Debt is repaid in full.

Section 2. Non-Consolidated Debt.

Turkey shall pay to A.I.D. the Non-consolidated Debt as set forth in Schedule C in accordance with the following terms and conditions:

(a) The Non-consolidated Debt relating to the Debt which was due and unpaid as

of June 30, 1980, and which amounts to $368,017.12 shall be repaid in five (5) equal installments of $73,603.42 payable on January 2 each year commencing on January 2, 1981, with the final installment due on January 2, 1985.

(b) The Non-consolidated Debt relating to the Debt which falls due between July 1, 1980 and June 30, 1981, and which amounts to $5,139,165.13 shall be repaid in five (5) equal installments of $1,027,833.03 payable on July 1 each year commencing on July 1, 1981, with the final installment due on July 1, 1985.

(c) The Non-consolidated Debt relating to the Previously Rescheduled Debt which was due and unpaid as of June 30, 1980, and which amounts to $715,515.51 shall be repaid in four (4) equal installments of $178,878.88 payable on January 2 each year commencing January 2, 1981, with the final installment due on January 2, 1984.

(d) The Non-consolidated Debt relating to the Previously Rescheduled Debt which falls due between July 1, 1980 and June 30, 1981, and which amounts to $987, 194. 29 shall be repaid in four (4) equal installments of $246,798.57 payable on July 1 each year commencing July 1, 1981, with the final installment due on July 1, 1984.

Turkey shall pay to A.I.D. interest at the rate of 3.31 percent per annum on the outstanding balance of the Non-consolidated Debt and on any due and unpaid interest thereon. All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on January 2 and July 1 each year commencing on January 2, 1981. Interest on Non-consolidated Debt described in paragraphs (a) and (b) above shall accrue from the respective due dates specified in each of the Original Contracts and shall continue to accrue until the Non-consolidated Debt relating to the Debt is repaid in full. Interest on Non-consolidated Debt described in paragraphs (c) and (d) above shall accrue from the respective due dates specified in the two implementing agreements described in Part I above and shall continue to accrue until the Non-consolidated Debt relating to the Previously Rescheduled Debt is repaid in full.

PART II

GENERAL PROVISIONS

Section 1. Other Obligations.

Except as otherwise expressly provided herein, all obligations including payments of debts other than those consolidated and rescheduled hereunder, which become due and payable by Turkey to A.I.D. pursuant to each of the loan agreements shall be paid in accordance with the existing terms of each of such loan agreements. To the extent not modified by this Agreement, the existing terms and conditions of such loan agreements, including events of default and remedies upon default, remain in full force and effect.

Section 2. Adjustment.

The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of the Rescheduling Agreement.

Section 3. Application of Payment.

Any payment pursuant to Part I, Section 1, hereof will be applied first to accrued interest on Consolidated Debt and then to repayment of principal of such debt. Any payment pursuant to Part I, Section 2, hereof will be applied first to accrued interest on Non-consolidated Debt and then to repayment of principal of such debt. Subject to the preceding, Turkey shall have the right to prepay without penalty any portion of the Debt due hereunder, provided that Turkey is not otherwise in default on any payment due under the loan agreements listed in Schedule A. Any such prepayment will first be applied to the Non-consolidated Debt and then to Consolidated Debt.

Section 4. Place and Currency of Payment.

Payments hereunder shall be in U.S. dollars and shall be made to the Federal Reserve Bank, New York, for credit to the U.S. Treasury, New York City, for the Agency for International Development (Agency Location Code 72-000-0001).

Section 5. Entry into Force.

This Implementing Agreement shall enter into force upon receipt by Turkey of written notice that domestic United States laws and regulations covering debt rescheduling concerning the Rescheduling Agreement have been complied with.

IN WITNESS WHEREOF, A.I.D. and Turkey, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their respective names and delivered as of the day and year first above.

FOR THE UNITED STATES OF AMERICA

[1]

Ambassador

FOR THE REPUBLIC OF TURKEY

[2]

for Minister of Finance

[1] James W. Spain.
[2] Tunc Bilget.

A-1

SCHEDULE A

TURKEY DEBT RESCHEDULING
AGENCY FOR INTERNATIONAL DEVELOPMENT

LOAN NUMBERS

277-A-020
277-B-001
277-B-002
277-B-003
277-H-033
277-H-035
277-H-036
277-H-042
277-H-043
277-H-044
277-H-048
277-H-049A
277-H-050A
277-H-051
277-H-052
277-H-053
277-H-054
277-H-056
277-H-058
277-H-059
277-H-060
277-H-062
277-H-063
277-H-066
277-H-068
277-H-069
277-H-070
277-H-071
277-H-074
277-H-076
277-H-077
277-H-078
277-H-080
277-H-081
277-H-082
277-H-083
277-H-084
277-H-085
277-H-086
277-H-087
277-H-088
277-H-089
277-H-091
277-H-092
277-H-093
277-H-094
277-K-095
277-A-096R
277-A-097R
277-B-098R
277-B-099R
277-H-100R
277-H-101R
277-K-102R
277-K-103R
277-K-104
277-K-105
277-A-106R
277-A-107R
277-B-108R
277-B-109R
277-H-110R
277-H-111R
277-K-112R
277-K-113R

SCHEDULE B-1 (1)

Turkey Debt Rescheduling
Loan Agreements Signed Thru January 1, 1980
Due 7-1-80 Thru 6-30-81

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Total Consolidated
277-A-020	10-2-80	$ 2,402,590.68	$ 213,238.21	$ 2,615,828.89	$ 2,162,331.61	$ 191,914.39	$ 2,354,246.00
	4-2-81	2,471,665.17	144,163.72	2,615,828.89	2,224,498.65	129,747.35	2,354,246.00
277-B-001	12-31-80	680,000.00	58,500.00	738,500.00	612,000.00	52,650.00	664,650.00
	6-30-81	680,000.00	50,000.00	730,000.00	612,000.00	45,000.00	657,000.00
277-B-002	12-31-80	822,978.02	72,351.51	895,329.53	740,680.22	65,116.36	805,796.58
	6-30-81	833,265.23	62,064.29	895,329.52	749,938.71	55,857.86	805,796.57
277-B-003	12-31-80	237,669.75	45,146.49	282,816.24	213,902.78	40,631.84	254,534.62
	6-30-81	240,640.62	42,175.62	282,816.24	216,576.56	37,958.06	254,534.62
277-H-033	8-24-80	163,743.08	30,701.83	194,444.91	147,368.77	27,631.65	175,000.42
	2-24-81	169,743.08	30,087.79	193,830.87	147,368.77	27,079.01	174,447.78
277-H-035	9-30-80	400,533.26	70,574.52	471,107.78	360,479.93	63,517.07	423,997.00
	3-30-81	400,533.26	69,072.52	469,605.78	360,479.93	62,165.27	422,645.20
277-H-036	10-16-80	5,147.24	926.50	6,073.74	4,632.52	833.85	5,466.37
	4-16-81	5,147.24	907.20	6,054.44	4,632.52	816.48	5,449.00
277-H-042	9-21-80	44,900.46	8,250.46	53,150.92	40,410.41	7,425.41	47,835.82
	3-21-81	44,900.46	8,082.08	52,982.54	40,410.41	7,273.87	47,684.28
277-H-043	10-25-80	572,009.52	98,270.17	670,279.69	514,808.57	88,443.15	603,251.72
	4-25-81	572,009.52	96,125.13	668,134.65	514,808.57	86,512.62	601,321.19
277-H-044	8-1-80	295,974.87	55,495.29	351,470.16	266,377.38	49,945.76	316,323.14
	2-1-81	295,974.87	54,385.38	350,360.25	266,377.38	48,946.84	315,324.22
277-H-048	12-12-80	951,106.65	579,596.93	1,530,703.58	855,995.99	521,637.24	1,377,633.23
	6-12-81	960,617.71	570,085.87	1,530,703.58	864,555.95	513,077.28	1,377,633.23
277-H-049A	12-1-80	65,754.18	43,468.65	109,222.83	59,178.76	39,121.79	98,300.55
	6-1-81	66,811.72	42,811.11	109,222.83	59,770.55	38,530.00	98,300.55
277-H-050A	12-30-80	33,408.70	21,536.31	54,945.01	30,067.83	19,382.68	49,450.51
	6-30-81	33,742.79	21,202.22	54,945.01	30,368.51	19,082.00	49,450.51
277-H-051	10-27-80	11,981.22	8,119.54	20,100.76	10,783.10	7,307.59	18,090.69
	4-27-81	12,101.03	7,999.73	20,100.76	10,890.93	7,199.76	18,090.69
277-H-052	7-28-80	4,091.91	2,773.05	6,864.96	3,682.72	2,495.75	6,178.47
	1-28-81	4,132.83	2,732.13	6,864.96	3,719.55	2,458.92	6,178.47
277-H-053	11-22-80	201,891.69	133,466.19	335,357.88	181,702.52	120,119.57	301,822.09
	5-22-81	203,910.61	131,447.27	335,357.88	183,519.55	118,302.54	301,822.09
Page Totals		$13,882,577.37	$2,775,757.71	$16,658,335.08	$12,494,319.65	$2,498,181.96	$ 14,992,501.61

SCHEDULE B-1 (2)

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Consolidated Total
277-H-054	12-30-80	$ 46,516.50	$ 29,918.38	76,434.88	$ 41,864.85	$ 26,926.54	$ 68,791.39
	6-30-81	46,981.67	29,453.21	76,434.88	42,283.50	26,507.89	68,791.39
277-H-056	11-23-80	54,298.10	47,314.72	101,612.82	48,868.29	42,583.25	91,451.54	
	5-23-81	54,976.83	46,636.00	101,612.83	49,479.15	41,972.40	91,451.55
277-H-058	10-07-80	1,005,234.30	855,582.89	1,860,817.19	904,710.87	770,024.60	1,674,735.47
	4-7-81	1,017,799.73	843,017.46	1,860,817.19	916,019.76	758,715.71	1,674,735.47
277-H-059	11-3-80	29,714.43	27,679.53	57,393.96	26,742.99	24,911.58	51,654.57
	5-3-81	30,085.86	27,308.10	57,393.96	27,077.27	24,577.29	51,654.56
277-H-060	9-24-80	54,872.13	52,448.58	107,320.71	49,384.92	47,203.72	96,588.64
	3-24-81	55,558.03	51,762.68	107,320.71	50,002.23	46,586.41	96,588.64
277-H-062	7-28-80	30,924.94	28,812.35	59,737.29	27,832.45	25,931.12	53,763.57
	1-28-81	31,311.50	28,425.79	59,737.29	28,180.35	25,583.21	53,763.56
277-H-063	9-22-80	373,056.49	356,579.63	729,636.12	335,750.84	320,921.67	656,672.51
	3-22-81	377,719.70	351,916.42	729,636.12	339,947.73	316,724.78	656,672.51
277-H-066	7-6-80	852,515.95	776,789.49	1,629,305.44	767,264.36	699,110.54	1,466,374.90
	1-6-81	863,172.40	766,133.04	1,629,305.44	776,855.16	689,519.74	1,466,374.90
277-H-068	10-23-80	23,566.33	24,873.63	48,439.96	21,209.70	22,386.27	43,595.97
	4-23-81	23,860.91	24,579.05	48,439.96	21,474.82	22,121.15	43,595.97
277-H-069	8-7-80	142,127.17	139,321.04	281,448.21	127,914.45	125,388.94	253,303.39
	2-7-81	143,903.76	137,544.45	281,448.21	129,513.38	123,790.01	253,303.39
277-H-070	12-18-80	314,873.80	308,664.71	623,538.51	283,386.42	277,798.24	561,184.66
	6-18-81	318,809.72	304,728.79	623,538.51	286,928.75	274,255.91	561,184.66
277-H-071	9-19-80	176,841.10	173,319.24	350,160.34	159,156.99	155,987.32	315,144.31
	3-19-81	179,051.62	171,108.73	350,160.35	161,146.46	153,997.86	315,144.32
277-H-074	11-8-80	782,235.59	741,617.77	1,523,853.36	704,012.03	667,455.99	1,371,468.02
	5-8-81	792,013.53	731,839.83	1,523,853.36	712,812.18	658,655.85	1,371,468.03
277-H-076	9-12-80	340,548.02	359,439.37	699,987.39	306,493.22	323,495.43	629,988.65
	3-12-81	344,804.88	355,182.51	699,897.39	310,324.39	319,664.26	629,988.65
277-H-077	9-26-80	23,048.33	23,742.02	46,790.35	20,743.50	21,367.82	42,111.32
	3-26-81	23,336.44	23,453.91	46,790.35	21,002.80	21,108.52	42,111.32
277-H-078	9-16-80	184,459.26	131,406.34	315,865.60	166,013.33	118,265.71	284,279.04
	3-16-81	184,459.26	129,100.60	313,559.86	166,013.33	116,190.54	282,203.87
Page Totals		$5,922,678.28	$5,099,700.26	$ 17,022,378.54	$ 8,030,410.47	$ 7,289,730.27	$ 15,320,140.74

SCHEDULE B-1 (3)

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Total Consolidated
277-H-080	11-22-80	$ 44,514.23	$ 49,285.32	$ 93,799.55	$ 40,062.81	$ 44,356.79	$ 84,419.60
	5-22-81	45,070.65	48,728.90	93,799.55	40,563.59	43,856.01	84,419.60
277-H-081	12-10-80	27,185.69	27,322.56	54,508.25	24,467.12	24,590.30	49,057.42
	6-10-81	27,525.52	26,982.73	54,508.25	24,772.97	24,284.46	49,057.43
277-H-082	7-17-80	38,239.58	40,286.19	78,525.77	34,415.62	36,257.57	70,673.19
	1-17-80	38,717.57	39,808.19	78,525.76	34,845.81	35,827.37	70,673.18
277-H-083	7-9-80	49,636.08	53,661.86	103,297.94	44,672.47	48,295.67	92,968.14
	1-9-80	50,256.53	53,041.41	103,297.94	45,230.88	47,737.27	92,968.15
277-H-084	12-16-80	85,249.70	89,978.80	175,228.50	76,724.73	80,980.92	157,705.65
	6-16-81	86,315.33	88,913.17	175,228.50	77,683.80	80,021.85	157,705.65
277-H-085	7-5-80	458,084.40	471,871.43	929,955.83	412,275.96	424,604.29	836,960.25
	1-5-81	463,810.45	466,145.38	929,955.83	417,429.41	419,530.84	836,960.25
277-H-086	11-17-80	30,531.19	32,824.49	63,355.68	27,478.07	29,542.04	57,020.11
	5-17-80	30,912.83	32,442.85	63,355.68	27,821.55	29,198.57	57,020.12
277-H-087	7-6-80	-0-	49,827.32	49,827.32	-0-	44,844.59	44,844.59
	1-6-81	55,073.07	49,827.32	104,900.39	49,565.76	44,844.59	94,410.35
277-H-088	7-19-80	197,128.29	147,228.28	344,356.57	177,415.46	132,505.45	309,920.91
	1-19-81	197,128.29	144,764.18	341,892.47	177,415.46	130,287.76	307,703.22
277-H-089	7-11-80	405,113.31	568,985.61	974,098.92	364,601.98	512,087.05	876,689.03
	1-11-81	411,190.01	562,908.91	974,098.92	370,071.01	506,618.02	876,689.03
277-H-091	10-19-80	586,219.98	578,352.15	1,164,572.13	527,597.98	520,516.94	1,048,114.92
	4-19-80	595,013.28	858,734.92	1,453,748.20	535,511.95	772,861.43	1,308,373.38
277-H-092	8-28-80	-0-	241,813.25	241,813.25	-0-	217,631.93	217,631.93
	2-28-81	-0-	241,813.25	241,813.25	-0-	217,631.93	217,631.93
277-H-093	11-18-80	-0-	400,000.00	400,000.00	-0-	360,000.00	360,000.00
	5-18-81	-0-	400,000.00	400,000.00	-0-	360,000.00	360,000.00
277-H-094	7-2-80	-0-	89,716.02	89,716.02	-0-	80,744.42	80,744.42
	1-2-81	-0-	89,716.02	89,716.02	-0-	80,744.42	80,744.42
277-H-095	9-24-80	137,551.74	91,469.55	229,021.29	123,796.57	82,322.60	206,119.17
	3-24-81	138,927.25	90,094.04	229,021.29	125,034.53	81,084.64	206,119.17
277-K-104	7-5-80	-0-	2,192,500.00	2,192,500.00	-0-	1,973,250.00	1,973,250.00
	1-5-81	-0-	2,192,500.00	2,192,500.00	-0-	1,973,250.00	1,973,250.00
277-K-105	11-08-80	-0-	1,500,000.00	1,500,000.00	-0-	1,350,000.00	1,350,000.00
	5-8-81	-0-	1,500,000.00	1,500,000.00	-0-	1,350,000.00	1,350,000.00
Page Totals		$ 4,199,394.97	$13,511,544.10	$17,710,939.07	$ 3,779,455.49	$ 12,160,389.72	$ 15,939,845.21
GRAND TOTAL		$27,004,650.62	$24,387,002.07	$51,391,652.69	$ 24,304,185.61	$ 21,948,301.95	$ 46,252,487.56

Turkey Debt Rescheduling
Previously Rescheduled Debt - 'R' Loans
Delinquent June 30, 1980

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Total Consolidated
277-A-096R	6-30-80	$ -0-	$120,328.13	$ 120,328.13	$ -0-	$108,295.32	$ 108,295.32
277-A-097R	6-30-80	261,582.89	3,379.07	264,961.96	235,424.60	3,041.16	238,465.76
277-B-098R	6-30-80	-0-	58,519.37	58,519.37	-0-	52,667.43	52,667.43
277-B-099R	6-30-80	292,596.87	1,625.54	294,222.41	263,337.18	1,462.99	264,800.17
277-H-100R	12-30-79	-0-	187,769.65	187,769.65	-0-	168,992.69	168,992.69
	6-30-80	-0-	317,304.03	317,304.03	-0-	285,573.63	285,573.63
277-H-101R	12-30-79	1,762,763.59	60,021.22	1,822,784.81	1,586,487.23	54,019.10	1,640,506.33
	6-30-80	1,762,763.59	39,663.18	1,802,426.77	1,586,487.23	35,696.86	1,622,184.09
277-K-102R	6-30-80	-0-	3,664.34	3,664.34	-0-	3,297.91	3,297.91
277-K-103R	6-30-80	22,902.13	102.90	23,005.03	20,611.92	92.61	20,704.53
277-A-106R	1-1-80	-0-	31,874.59	31,874.59	-0-	28,687.13	28,687.13
277-A-107R	4-1-80	261,582.88	11,188.04	272,770.92	235,424.59	10,069.24	245,493.83
277-B-108R	1-1-80	-0-	228.03	228.03	-0-	205.23	205.23
277-B-109R	4-1-80	192,839.58	1,851.15	194,690.73	173,555.62	1,666.04	175,221.66
277-H-110R	1-1-80	-0-	82,582.61	82,582.61	-0-	74,324.35	74,324.35
277-H-111R	4-1-80	1,620,982.35	32,710.70	1,653,693.05	1,458,884.12	29,439.63	1,488,323.75
277-K-112R	1-1-80	-0-	1,056.00	1,056.00	-0-	950.40	950.40
277-K-113R	4-1-80	22,902.12	370.81	23,272.93	20,611.91	333.73	20,945.64
	GRAND TOTAL	$6,200,916.00	$954,239.36	$7,155,155.36	$5,580,824.40	$858,815.45	$6,439,639.85

SCHEDULE B-3 (1)

Turkey Debt Rescheduling
Previously Rescheduled Debt - 'R' Loans
Due 7-1-80 thru 6-30-81

Loan No.	Date Due	Principal	Interest	Total	Consolidated Prin. 90%	Consolidated Interest 90%	Total Consolidated
277-A-096R	12-30-80	$ -0-	$ 120,328.13	$ 120,328.13	$ -0-	$ 108,295.32	$ 108,295.36
	6-30-81	418,532.62	120,328.13	538,860.75	376,679.36	108,295.32	484,974.68
277-B-096R	12-30-80	-0-	58,519.37	58,519.37	-0-	52,667.43	52,867.43
	6-30-81	468,154.98	58,519.37	526,674.35	421,339.48	52,667.43	474,006.91
277-H-100R	12-30-80	-0-	317,304.03	317,304.03	-0-	285,573.63	285,573.63
	6-30-81	2,820,480.29	317,304.03	3,137,784.32	2,538,432.26	285,573.63	2,824,005.89
277-K-102R	12-30-80	-0-	3,664.34	3,664.34	-0-	3,297.91	3,297.91
	6-30-81	36,643.41	3,664.34	40,307.75	32,979.07	3,297.91	36,276.98
277-A-106R	7-1-80	-0-	94,448.71	94,448.71	-0-	85,003.84	85,003.84
	1-1-81	-0-	127,848.63	127,848.63	-0-	115,063.77	115,063.77
277-A-107R	10-01-80	261,582.88	7,520.50	269,103.38	235,424.59	6,768.45	242,193.04
	4-1-81	261,582.90	7,520.51	269,103.41	235,424.61	6,768.45	242,193.06
277-B-108R	7-1-80	-0-	20,750.98	20,750.98	-0-	18,675.88	18,675.88
	1-1-81	-0-	40,978.41	40,978.41	-0-	36,880.57	36,880.57
277-B-109R	110/01/80	192,839.58	3,056.26	195,895.84	173,555.62	2,750.63	176,306.25
	4-1-81	192,839.58	2,410.49	195,250.07	173,555.62	2,169.44	175,725.06
277-H-110R	7-1-80	-0-	244,290.04	244,290.04	-0-	219,861.04	219,861.04
	1-1-81	-0-	321,035.55	321,035.55	-0-	288,932.00	288,932.00
277-H-111R	4-1-80	1,620,982.35	35,558.65	1,656,541.00	1,458,884.12	32,002.79	1,490,886.91
	10-1-80	1,620,982.33	18,884.44	1,639,866.77	1,458,884.10	16,996.00	1,475,880.10
277-K-112R	7-1-080	-0-	3,002.68	3,002.68	-0-	2,702.41	2,702.41
	1-1-81	-0-	3,893.36	3,893.36	-0-	3,504.02	3,504.02
277-K-113R	10-1-80	22,902.12	458.04	23,360.16	20,611.91	412.24	21,024.15
	4-1-80	22,902.12	229.02	23,131.14	20,611.91	206.12	20,818.03
	GRAND TOTAL	$7,940,425.16	$1,931,518.01	$9,871,943.17	$7,146,382.65	$1,730,366.23	$ 8,884,748.88

SCHEDULE B-4 (1)

Turkey Debt Rescheduling
Delinquent 6-30-80 - Not Previously Rescheduled

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 90%	Consolidated Interest 90%	Consolidated Total
277-K-104	1-5-80	$ -0-	$ 2,192,500.00	$ 2,192,500.00	$ -0-	1,973,250.00	$ 1,973,250.
277-K-105	5-8-80	-0-	1,487,671.23	1,487,671.23	-0-	1,338,904.11	1,338,094.11
PAGE TOTALS		-0-	3,680,171.23	3,680,171.23	-0-	3,312,154.11	3,312,154.11
GRAND TOTAL ALL LOANS		$ 41,145,991.78	$ 30,952,930.67	$ 72,098,922.45	$ 37,031,392.66	$ 27,857,637.74	$ 64,889,030.40

SCHEDULE C-1 (1)

Turkey Debt Rescheduling
Loan Agreements Signed Thru January 1, 1980
Due 7-1-80 Thru 6-30-81

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total
277-A-020	10-2-80	$ 2,802,590.68	$ 213,238.21	$ 2,615,828.89	$ 280,259.07	$ 21,323.82	$ 261,582.89
	4-2-81	2,471,665.17	144,163.72	2,615,828.89	247,166.52	14,416.37	261,582.89
277-B-001	12-31-80	680,000.00	58,500.00	738,500.00	68,000.00	5,850.00	73,850.00
	6-30-81	680,000.00	50,000.00	730,000.00	68,000.00	5,000.00	73,000.00
277-B-002	12-31-80	822,978.02	72,351.51	895,329.53	82,297.80	7,235.15	89,532.95
	6-30-81	833,265.23	62,064.29	895,329.52	83,326.52	6,206.43	89,532.95
277-B-003	12-31-80	237,669.75	45,146.49	282,816.24	23,766.97	4,514.65	28,281.62
	6-30-81	240,640.62	42,175.62	282,816.24	24,064.06	4,217.56	28,281.62
277-H-033	8-24-80	163,743.08	30,701.83	194,444.91	16,374.31	3,070.18	19,444.49
	2-24-81	163,743.08	30,087.79	193,830.87	16,374.31	3,008.78	19,383.09
277-H-035	9-30-80	400,533.26	70,574.52	471,107.78	40,053.33	7,057.85	47,110.78
	3-30-81	400,533.26	69,072.52	469,605.78	40,053.33	6,907.25	46,960.58
277-H-036	10-16-80	5,147.24	926.50	6,073.74	514.72	92.65	607.37
	4-16-81	5,147.24	907.20	6,054.44	514.72	90.72	605.44
277-H-042	9-21-80	44,900.46	8,250.46	53,150.92	4,490.05	825.05	5,315.10
	3-21-81	44,900.46	8,082.08	52,982.54	4,490.05	808.21	5,298.26
277-H-043	10-25-80	572,009.52	98,270.17	670,279.69	57,200.95	9,827.02	67,027.97
	4-25-81	572,009.52	96,125.13	668,134.65	57,200.95	9,612.51	66,813.46
277-H-044	8-1-80	295,974.87	55,495.29	351,470.16	29,597.49	5,549.53	35,147.02
	2-1-81	295,974.87	54,385.38	350,360.25	29,597.49	5,438.54	35,036.03
277-H-046	12-12-80	951,106.65	579,596.93	1,530,703.58	95,110.66	57,959.69	153,070.35
	6-12-81	960,617.71	570,085.87	1,530,703.58	96,061.76	57,008.59	153,070.35
277-H-049A	12-1-80	65,754.18	43,468.65	109,222.83	6,575.42	4,346.86	10,922.28
	6-1-81	66,411.72	42,811.11	109,222.83	6,641.17	4,281.11	10,922.28
277-H-050A	12-30-80	33,408.70	21,536.31	54,945.01	3,340.87	2,153.63	5,494.50
	6-30-81	33,742.79	21,202.22	54,945.01	3,374.28	2,120.22	5,494.50
277-H-051	10-27-80	11,981.22	8,119.54	20,100.76	1,198.12	811.95	2,010.07
	4-27-81	12,101.03	7,999.73	20,100.76	1,210.10	799.97	2,010.07
277-H-052	7-28-80	4,091.91	2,773.05	6,864.96	409.19	277.30	686.49
	1-28-81	4,132.83	2,732.13	6,864.96	413.28	273.21	686.49
277-H-053	11-22-80	201,891.69	133,466.19	335,357.88	20,189.17	13,346.62	33,535.79
	5-22-81	203,910.61	131,447.27	335,357.88	20,391.06	13,144.73	33,535.79
Page Totals		$13,882,577.37	$2,775,757.71	$16,658,335.08	$1,388,257.72	$277,575.75	$1,665,833.47

SCHEDULE C-1 (2)

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total
277-H-054	12-30-80	$ 46,516.50	$ 29,918.38	$ 76,434.88	$ 4,651.65	$ 2,991.84	$ 7,643.49
	5-30-81	46,981.67	29,453.21	76,434.88	4,698.17	2,945.32	7,643.49
277-H-056	11-23-80	54,298.10	47,314.72	101,612.82	5,429.81	4,731.47	10,161.28
	5-23-81	54,976.83	46,636.00	101,612.83	5,497.68	4,663.60	10,161.28
277-H-058	10-7-80	1,005,234.30	855,582.89	1,860,817.19	100,523.43	85,558.29	186,081.72
	4-7-81	1,017,799.73	843,017.46	1,860,817.19	101,779.97	84,301.75	186,081.72
277-H-059	11-3-80	29,714.43	27,679.53	57,393.96	2,971.44	2,767.95	5,739.39
	5-3-81	30,085.86	27,308.10	57,393.96	3,008.59	2,730.81	5,739.40
277-H-060	9-24-80	54,872.13	52,448.58	107,320.71	5,487.21	5,244.86	10,732.07
	3-24-81	55,558.03	51,762.68	107,320.71	5,555.80	5,176.27	10,732.07
277-H-062	7-28-80	30,924.94	28,812.35	59,737.29	3,092.49	2,881.23	5,973.72
	1-28-81	31,311.50	28,425.79	59,737.29	3,131.15	2,842.58	5,973.73
277-H-063	9-22-80	373,056.49	356,579.63	729,636.12	37,305.65	35,657.96	72,963.61
	3-22-81	377,719.70	351,916.42	729,636.12	37,771.97	35,191.64	72,963.61
277-H-066	7-6-80	852,515.95	776,789.49	1,629,305.44	85,251.59	77,678.95	162,930.54
	1-6-81	863,172.40	766,133.04	1,629,305.44	86,317.24	76,613.30	162,930.54
277-H-068	10-23-80	23,566.33	24,873.63	48,439.96	2,356.63	2,487.36	4,843.99
	4-23-81	23,860.91	24,579.05	48,439.96	2,386.09	2,457.90	4,843.99
277-H-069	8-7-80	142,127.17	139,321.04	281,448.21	14,212.72	13,932.10	28,144.82
	2-7-81	143,903.76	137,544.45	281,448.21	14,390.38	13,754.44	28,144.82
277-H-070	12-18-80	314,873.80	308,664.71	623,538.51	31,487.38	30,866.47	62,353.85
	6-18-81	318,809.72	304,728.79	623,538.51	31,880.97	30,472.88	62,353.85
277-H-071	9-19-80	176,841.10	173,319.24	350,160.34	17,684.11	17,331.92	35,016.03
	3-19-81	179,051.62	171,108.73	350,160.35	17,905.16	17,110.87	35,016.03
277-H-074	11-8-80	782,235.59	741,617.77	1,523,853.36	78,223.56	74,161.78	152,385.34
	5-8-81	792,013.53	731,839.83	1,523,853.36	79,201.35	73,183.98	152,385.33
277-H-076	9-12-80	340,548.02	359,439.37	699,987.39	34,054.80	35,943.94	69,998.74
	3-12-81	344,804.88	355,182.51	699,987.39	34,480.49	35,518.25	69,998.74
277-H-077	9-26-80	23,048.33	23,742.02	46,790.35	2,304.83	2,374.20	4,679.03
	3-26-81	23,336.44	23,453.91	46,790.35	2,333.64	2,345.39	4,679.03
277-H-078	9-16-80	184,459.26	131,406.34	315,865.60	18,445.93	13,140.63	31,586.56
	3-16-81	184,459.26	129,100.60	313,559.86	18,445.93	12,910.06	31,355.99
Page Totals		$8922,678.28	$8,099,700.26	$17,022,378.54	$892,267.81	$809,969.99	$1,702,237.80

SCHEDULE C-1 (3)

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total
277-H-080	11-22-80	$ 44,514.23	$ 49,285.32	$ 93,799.55	$ 4,451.42	$ 4,928.53	$ 9,379.95
	5-22-81	45,070.65	48,728.90	93,799.55	4,507.06	4,872.89	9,379.95
277-H-081	12-10-80	27,185.69	27,322.56	54,508.25	2,718.57	2,732.26	5,450.83
	6-10-81	27,525.52	26,982.73	54,508.25	2,752.55	2,698.27	5,450.82
277-H-082	7-17-80	38,239.58	40,286.19	78,525.77	3,823.96	4,028.62	7,852.58
	1-17-80	38,717.57	39,808.19	78,525.76	3,871.76	3,980.82	7,852.58
277-H-083	7-9-80	49,636.08	53,661.86	103,297.94	4,963.61	5,366.19	10,329.80
	1-9-80	50,256.53	53,041.41	103,297.94	5,025.65	5,304.14	10,329.79
277-H-084	12-16-80	85,249.70	89,978.80	175,228.50	8,524.97	8,997.88	17,522.85
	6-16-81	86,315.33	88,913.17	175,228.50	8,631.53	8,891.32	17,522.85
277-H-085	7-5-80	458,084.40	471,871.43	929,955.83	45,808.44	47,187.14	92,995.58
	1-5-81	463,810.45	466,145.38	929,955.83	46,381.04	46,614.54	92,995.58
277-H-086	11-17-80	30,531.19	32,824.49	63,355.68	3,053.12	3,282.45	6,335.57
	5-17-80	30,912.83	32,442.85	63,355.68	3,091.28	3,244.28	6,335.56
277-H-087	7-6-80	-0-	49,827.32	49,827.32	-0-	4,982.73	4,982.73
	1-6-81	55,073.07	49,827.32	104,900.39	5,507.31	4,982.23	10,490.04
277-H-088	7-19-80	197,128.29	147,228.28	344,356.57	19,712.83	14,722.83	34,435.66
	1-19-81	197,128.29	144,764.18	341,892.47	19,712.83	14,476.42	34,189.25
277-H-089	7-11-80	405,113.31	568,985.61	974,098.92	40,511.33	56,898.56	97,409.89
	1-11-81	411,190.01	562,908.91	974,098.92	41,119.00	56,290.89	97,409.89
277-H-091	10-19-80	586,219.98	578,352.15	1,164,572.13	58,622.00	57,835.21	116,457.21
	4-19-80	595,013.28	858,734.92	1,453,748.20	59,501.33	85,873.49	145,374.82
277-H-092	8-28-80	-0-	241,813.25	241,813.25	-0-	24,181.32	24,181.32
	2-28-81	-0-	241,813.25	241,813.25	-0-	24,181.32	24,181.32
277-H-093	11-18-80	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
	5-18-81	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
277-H-094	7-2-80	-0-	89,716.02	89,716.02	-0-	8,971.60	8,971.60
	1-2-81	-0-	89,716.02	89,716.02	-0-	8,971.60	8,971.60
277-K-095	9-24-80	137,551.74	91,469.55	229,021.29	13,755.17	9,146.95	22,902.12
	3-24-81	138,927.25	90,094.04	229,021.29	13,892.72	9,009.40	22,902.12
277-K-104	7-5-80	-0-	2,192,500.00	2,192,500.00	-0-	219,250.00	219,250.00
	1-5-81	-0-	2,192,500.00	2,192,500.00	-0-	219,250.00	219,250.00
277-K-105	11-8-80	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
	5-8-81	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
Page Totals		$9,199,394.97	$13,511,544.10	$17,710,939.07	$919,939.48	$1,351,154.38	$1,771,093.86
GRAND TOTAL		$27,004,650.62	$24,387,002.07	$51,391,652.69	$2,700,465.01	$2,438,700.12	$ 5,139,165.13

Turkey Debt Rescheduling
Previously Rescheduled - 'R' Loans
Delinquent June 30, 1980

SCHEDULE C-2 (1)

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Total Non-Consolidated
277-A-096R	6-30-80	$ -0-	$120,328.13	$ 120,328.13	$ -0-	$12,032.81	$ 12,032.81
277-A-097R	6-30-80	261,582.89	3,379.07	264,961.96	26,158.29	337.91	26,496.20
277-B-098R	6-30-80	-0-	58,519.37	58,519.37	-0-	5,851.94	5,851.94
277-B-099R	6-30-80	292,596.87	1,625.54	294,222.41	29,259.69	162.55	29,422.24
277-H-100R	12-30-79	-0-	187,769.65	187,769.65	-0-	18,776.96	18,776.96
	6-30-80	-0-	317,304.03	317,304.03	-0-	31,730.40	31,730.40
277-H-101R	12-30-79	1,762,763.59	60,021.22	1,822,784.81	176,276.36	6,002.12	182,278.48
	6-30-80	1,762,763.59	39,663.18	1,802,426.77	176,276.36	3,966.32	180,242.68
277-K-102R	6-30-80	-0-	3,664.34	3,664.34	-0-	366.43	366.43
277-K-103R	6-30-80	22,902.13	102.90	23,005.03	2,290.21	10.29	2,300.50
277-A-106R	1-1-80	-0-	31,874.59	31,874.59	-0-	3,187.46	3,187.46
277-A-107R	4-1-80	261,582.88	11,188.04	272,770.92	26,158.29	1,118.80	27,277.09
277-B-108R	1-1-80	-0-	228.03	228.03	-0-	22.80	22.80
277-B-109R	4-1-80	192,839.58	1,851.15	194,690.73	19,283.96	185.11	19,469.07
277-H-110R	1-1-80	-0-	82,582.61	-0-	-0-	8,258.26	8,258.26
277-H-111R	4-1-80	1,620,982.35	32,710.70	1,653,693.05	162,098.23	3,271.07	165,369.30
277K-112R	1-1-80	-0-	1,056.00	1,056.00	-0-	105.60	105.60
277-K-113R	4-1-80	22,902.12	370.81	23,272.93	2,290.21	37.08	2,327.29
	GRAND TOTAL	$6,200,916.00	$954,239.36	$7,155,155.36	$620,091.60	$95,423.91	$715,515.51

SCHEDULE C-3 (1)

Turkey Debt Rescheduling
Previously Rescheduled 'R' Loans
Due 7-1-80 Thru 6-30-81

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Total Non-Consolidated
277-A-096R	12-30-80	$ -0-	$ 120,328.13	$ 120,328.13	$ -0-	$ 12,032.81	$ 12,032.81
	6-30-81	418,532.62	120,328.13	538,860.75	41,853.26	12,032.81	53,886.07
277-B-096R	12-30-80	-0-	58,519.37	58,519.37	-0-	5,851.94	5,851.94
	6-30-81	468,154.98	58,519.37	526,674.35	46,815.50	5,851.94	52,667.44
277-H-100R	12-30-80	-0-	317,304.03	317,304.03	-0-	31,730.40	31,730.40
	6-30-81	2,820,480.29	317,304.03	3,137,784.32	282,048.03	31,730.40	313,778.43
277-K-102R	12-30-80	-0-	3,664.34	3,664.34	-0-	366.43	366.43
	6-30-81	36,643.41	3,664.34	40,307.75	3,664.34	366.43	4,030.77
277-A-106R	7-1-80	-0-	94,448.71	94,448.71	-0-	9,444.87	9,444.87
	1-1-81	-0-	127,848.63	127,848.63	-0-	12,784.86	12,784.86
277-A-107M	10-1-80	261,582.88	7,520.50	269,103.38	26,158.29	752.05	26,910.34
	4-1-81	261,580.90	7,520.51	269,101.41	26,158.29	752.06	26,910.35
277-B-108R	7-1-80	-0-	20,750.98	20,750.98	-0-	2,075.10	2,075.10
	1-1-81	-0-	40,978.41	40,978.41	-0-	4,097.84	4,097.84
277-B-109R	10-1-80	192,839.58	3,056.26	195,895.84	19,283.96	305.63	19,589.59
	4-1-81	192,839.58	2,410.49	195,250.07	19,283.96	241.05	19,525.01
277-H-110R	7-1-80	-0-	244,290.04	244,290.04	-0-	24,429.00	24,429.00
	1-1-81	-0-	321,035.55	321,035.55	-0-	32,103.55	32,103.55
277-H-111R	4-1-80	1,620,982.35	35,558.65	1,656,541.00	162,098.23	3,555.86	165,654.09
	10-1-80	1,620,982.33	18,884.44	1,639,866.77	162,098.23	1,888.44	163,986.67
277-K-112R	7-1-80	-0-	3,002.68	3,002.68	-0-	300.27	300.27
	1-1-81	-0-	3,893.36	3,893.36	-0-	389.34	389.34
277-K-113R	10-1-80	22,902.12	458.04	23,360.16	2,290.21	45.80	2,336.01
	4-1-80	22,902.12	229.02	23,131.14	2,290.21	22.90	2,313.11
	GRAND TOTAL	$7,940,425.16	$1,931,518.01	$9,871,943.17	$794,042.51	$193,151.78	$987,194.29

SCHEDULE C-4 (1)

Turkey Debt Rescheduling
Delinquent 6-30-80 - Not Previously Rescheduled

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal 10%	Non-Consolidated Interest 10%	Non-Consolidated Total 10%
277-K-104	1-5-80	$ -0-	$ 2,192,500.00	$ 2,192,000.00	$ -0-	$ 219,250.00	$ 219,250.00
277-K-105	5-8-80	-0-	1,487,671.23	1,487,671.23	-0-	148,767.12	148,767.12
PAGE TOTALS		-0-	3,680,171.23	3,680,171.23	-0-	368,017.12	368,017.12
GRAND TOTAL ALL LOANS		$41,145,991.78	$30,952,930.67	$72,098,922.45	$4,114,599.12	$3,095,292.93	$7,209,892.05

MONTSERRAT

Peace Corps

Agreement effected by exchange of letters
Signed at Bridgetown and Plymouth January 13 and February 9, 1981;
Entered into force February 9, 1981.

The American Ambassador to the Governor of Montserrat

EMBASSY OF THE
UNITED STATES OF AMERICA
BRIDGETOWN, BARBADOS

January 13, 1981

His Excellency Mr. David Kenneth Hay Dale, CBE
Governor of Montserrat
Government House
Plymouth
MONTSERRAT

Excellency:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments and to propose the official conclusion of the following understandings with respect to the assignment to Montserrat of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government will live and work for periods of time in Montserrat. This document supercedes the agreement dated April 3, 1968.[1]

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Montserrat and approved by the Government of the United States to perform mutually agreed tasks in Montserrat. The volunteers will work under the immediate supervision of governmental or private organizations in Montserrat designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way. The Government of Montserrat will bear such share of the costs of the Peace Corps program incurred in Montserrat as our two governments agree should be contributed by it.

2. The Government of Montserrat will accord equitable treatment to the volunteers and their property, afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Montserrat; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Montserrat will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Montserrat, from all customs duties or other charges on their personal property introduced into Montserrat for their own use at or about the time of their arrival and from all other taxes or other charges (including immigration fees and airport taxes), except license fees, duties and taxes or other charges included in the prices of equipment, supplies and services.

[1] Exchange of notes Apr. 3 and May 16, 1968. TIAS 6493; 19 UST 4889.

3. Fees charged to Peace Corps volunteers for laboratory, pharmacy, radiology, dental, and surgical services and other health services shall not exceed those scheduled for the citizens of Montserrat.

4. The Government of the United States and the Government of Montserrat will provide the volunteers with such limited quantities of equipment and supplies as our two governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of Montserrat will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Montserrat by the Government of the United States or any contractor financed by it, for use hereunder.

5. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Montserrat will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Montserrat. The Government of Montserrat will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Montserrat, and from all other taxes or other charges (including immigration fees and airport taxes) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Montserrat will exempt the Peace Corps representative and his staff from payment of customs duties or other charges on personal property introduced into Montserrat for their own use within three months of their arrival. The Government of Montserrat will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personnel property introduced into Montserrat for their own use as is accorded volunteers hereunder.

6. The Government of Montserrat will exempt from investment and deposit requirements and currency controls all funds introduced into Montserrat for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Montserrat at the highest rate which is not unlawful in Montserrat.

7. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Montserrat as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

Sally A. Shelton
AMERICAN AMBASSADOR

The Governor of Montserrat to the American Ambassador

OUR REF: A.5/21 GOVERNMENT HOUSE,

YOUR REF: MONTSERRAT, W.I.

9th February, 1981.

Her Excellency, Miss S. Shelton,
Embassy of the United States of America,
Bridgetown,
Barbados.

Excellency,

I have the honour to refer to your Note of 13th January, 1981 concerning the understandings between our Governments with respect to the assignment to Montserrat of the men and women of the United States of America who volunteer to serve the Peace Corps and who, at the request of this Government live and work for periods of time in Montserrat.

2. My Government advises me that the content of your Note under reference should constitute an agreement between our two Governments. I concur with this advice and confirm that this Agreement, now entered into by our exchange of Notes, shall remain in force from the date of this Note until ninety days after the date of the written notification from either Government to the other of the intention to terminate it.

I have the Honour to be, with
the highest consideration,
Your Excellency's obedient Servant.

(D.K.H. DALE)
Governor.

COOK ISLANDS

Peace Corps

Agreement effected by exchange of notes
Signed at Wellington and Rarotonga April 28, 1981;
Entered into force April 28, 1981.

The American Ambassador to the Premier of the Cook Islands

EMBASSY OF THE
UNITED STATES OF AMERICA

Wellington, April 28, 1981

No: 65

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Cook Islands.

1. (a) The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of the Cook Islands and approved by the Government of the United States to perform mutually agreed tasks.

The Hon. Sir Thomas Davis
Premier of the Cook Islands
Rarotonga

(b) The Volunteers shall work under the immediate supervision of governmental, public or private organizations in the islands jointly designated by our two Governments.

(c) The Government of the United States shall provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of the Cook Islands Shall:

(a) bear such share of the costs of the Peace Corps program incurred in the Cook Islands as the Government of the United States and the Government of the Cook Islands may agree should be contributed by it;

(b) accord equitable treatment to the Volunteers and their property;

(c) afford the Volunteers full aid and protection, including treatment no less favorable than that accorded

generally to other nationals of the United States residing in the islands;

(d) fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the Volunteers;

(e) exempt the Volunteers from:

(i) all taxes on payments which they receive to defray their living costs and on income from sources outside the island;

(ii) all customs duties or other charges on their personal and household effects excluding motor vehicles introduced into the Islands for their own use at or about the time of their arrival; and

73-634 - 88 - 35

(iii) all other taxes or charges (including immigration fees) with the exception of license fees, taxes and other charges included in the price of equipment, supplies and services, and charges for specific services.

(3) (a) The Government of the United States shall provide the Volunteer with such limited amounts of equipment and supplies as it and the Government of the Cook Islands may agree should be provided by it to enable the Volunteers to perform their tasks effectively.

(b) The Government of the Cook Islands shall exempt from all taxes, custom duties and other charges all such equipment and supplies introduced into or acquired

in the Islands by, or on behalf of, the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Cook Islands shall:

(a) receive a Representative of the Peace Corps, such staff of the Representative and such personnel of the United States private organizations engaged by the Government of the United States to perform functions under and in accordance with this agreement, as are acceptable to the Government of the Cook Islands;

(b) accord the persons referred to in sub- paragraph (a) the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles

introduced into the Islands for their own use at or about the time of their arrival as is accorded to Volunteers under this Agreement;

(c) accord personnel of the United States private organizations performing functions

hereunder the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the Islands for their own use as is accorded Volunteers hereunder;

(d) exempt persons referred to in subparagraph (a) from all taxes on income derived from their Peace Corps work, or from sources outside the Islands, and from all other taxes or charges (including immigration fees) with the exception of license fees, taxes or other charges included in the price of

equipment, supplies and services, and charges for specific services.

5. The Government of the Cook Islands shall exempt from investment and deposit requirements and currency controls all funds introduced into the Islands for use by or on behalf of, the Government of the United States or contractors financed by it for the purposes of this Agreement.

6. Representatives of the United States Government and the Government of the Cook Islands may together make from time to time such supplementary arrangements with respect to the Volunteers and their agreed tasks as may appear necessary or desirable for the purpose of implementing this Agreement.

7. The undertakings of both Governments are subject to the availability of funds and to their respective laws.

I have the further honor to suggest that, if these proposals are acceptable to the Government of the Cook Islands, this note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and which shall remain in force until 90 days after the date of written notification from either Government to the other of intention to terminate it.

Accept, Excellency, the renewed assurance of my highest consideration.

Anne Clark Martindell [1]

Ambassador of the
United States of America

[1] Anne Clark Martindell.

The Deputy Premier of the Cook Islands to the American Ambassador

Premier of the Cook Islands
Rarotonga Cook Islands

28 April 1981

Her Excellency Mrs Anne C. Martindell,
Ambassador Extraordinary and
Plenipotentiary,
Embassy of the United States of America,
Private Bag,
Wellington,
NEW ZEALAND.

My dear Ambassador,

It is my pleasure to refer to your Diplomatic Note No. 65 dated 28 April concerning the implementation of a Peace Corps programme in the Cook Islands and which suggested the following conditions for the operation of the programme:

1. (a) The Government of the United States shall furnish such Peace Corps Volunteers as may be requested by the Government of the Cook Islands and approved by the Government of the United States to perform mutually agreed tasks.

   (b) The Volunteers shall work under the immediate supervision of governmental, public or private organizations in the islands jointly designated by our two Governments.

   (c) The Government of the United States shall provide training to enable the Volunteers to perform their tasks more effectively.

2. The Government of the Cook Islands shall:

   (a) bear such share of the costs of the Peace Corps programme incurred in the Cook Islands as the Government of the United States and the Government of the Cook Islands may agree should be contributed by it;

   (b) accord equitable treatment to the Volunteers and their property;

(c) afford the Volunteers full aid and protection, including treatment no less favourable than that accorded generally to other nationals of the United States residing in the islands;

(d) fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the Volunteers;

(e) exempt the Volunteers from:

(i) all taxes on payments which they receive to defray their living costs and on income from sources outside the island;

(ii) all customs duties or other charges on their personal and household effects excluding motor vehicles introduced into the islands for their own use at or about the time of their arrival; and

(iii) all other taxes or charges (including immigration fees) with the exception of licence fees, taxes and other charges included in the price of equipment, supplies and services, and charges for specific services.

3. (a) The Government of the United States shall provide the Volunteer with such limited amounts of equipment and supplies as it and the Government of the Cook Islands may agree should be provided by it to enable the Volunteers to perform their tasks effectively.

(b) The Government of the Cook Islands shall exempt from all taxes, custom duties and other charges all such equipment and supplies introduced into or acquired in the islands by, or on behalf of, the Government of the United States.

4. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the Cook Islands shall:

(a) receive a Representative of the Peace Corps, such staff of the Representative and such personnel of the United States private organisations engaged by the Government of the United States to perform functions under and in accordance with this Agreement, as are acceptable to the Government of the Cook Islands;

(b) accord the persons referred to in sub-paragraph (a) the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the islands for their own use at or about the time of their arrival as is accorded to Volunteers under this Agreement;

(c) accord personnel of the United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal and household effects excluding motor vehicles introduced into the islands for their own use as is accorded Volunteers hereunder;

(d) exempt persons referred to in sub-paragraph (a) from all taxes on income derived from their Peace Corps work, or from sources outside the islands, and from all other taxes or charges (including immigration fees) with the exception of licence fees, taxes or other charges included in the price of equipment, supplies and services, and charges for specific services.

5. The Government of the Cook Islands shall exempt from investment and deposit requirements and currency controls all funds introduced into the islands for use by or on behalf of, the Government of the United States or contractors financed by it for the purpose of this Agreement.

6. Representatives of the United States Government and the Government of the Cook Islands may together make from time to time such supplementary arrangements with respect to the Volunteers and their agreed tasks as may appear necessary or desirable for the purpose of implementing this Agreement.

7. The undertakings of both Governments are subject to the availability of funds and to their respective laws.

On behalf of the Cook Islands Government and acting with full constitutional authority, it is my honour to confirm that the above proposals are acceptable and that this reply to your Excellency's Diplomatic Note of 20 April[1] shall constitute an agreement between our two Governments and shall enter into force on this date. As you suggest, shall remain in force until 90 days after the date of written notification from either Government to the other of the intention to terminate.

I look forward to a long and fruitful relationship with representatives of the Peace Corps in the Cook Islands.

Accept Excellency, the renewed assurance of my highest consideration.

Yours sincerely,

Hon. Dr P. Robati
Deputy Premier

[1] Should read "28 April".

MOROCCO

Agricultural Commodities

Agreement signed at Rabat May 21, 1980;
Entered into force May 21, 1980.
With agreed minutes.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE KINGDOM OF MOROCCO FOR
THE SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Kingdom of Morocco agree to the sale of the agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the Title I Agreement signed May 17, 1976,[2] together with the following Part II --

Part II

I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Maximum Quantity (metric tons)	Market Value (millions $)
Wheat/Wheat Flour (Grain equivalent basis)	1980	40,000	6.5
Total			6.5

II. Payment Terms: Dollar Credit (20 Years)

1. Initial payment - 10 percent.
2. Currency use payment - none.
3. Number of installment payments - 19.
4. Balance payable - approximately equal annual installments.
5. Due date of first installment payment - two years after date of last delivery of commodities in each calendar year.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8309; 27 UST 2301.

6. Initial interest rate - 3 percent.

7. Continuing interest rate - 4 percent.

III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (metric tons)
Wheat/Wheat Flour (Grain equivalent basis)	1980	1,041,000

IV. Export Limitations:

A. The export limitation period shall be U.S. fiscal year 1980 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article IIIA(4) of the Agreement, the commodities which may not be exported are:

For wheat/wheat flour -- wheat; wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

V. Self-Help Measures:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Morocco agrees to undertake the following and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. Expand programs and institutions offering agricultural credit to small and medium-sized producers and to cooperatives.

2. Undertake during calendar years 1980 and 1981 a study assessing the disincentives to increased agricultural production in Morocco, with special emphasis on foodgrain production. Among the

issues to be studied shall be pricing and subsidy policies of the GOM for both inputs and foodgrain production. This study shall be completed and a copy made available to the U.S. Mission by March 31, 1981.

3. Undertake a study to catalogue agricultural resources which are being devoted to dryland area. A detailed assessment of those resources, both financial and human, shall be included with the 1980 self-help compliance report submitted to the U.S. Mission.

4. Conduct a survey of the incidence and severity of schistosomiasis in the areas of the Lower Moulouya and the Doukkala irrigation projects. In addition to assessing the present and potential health hazards posed to rural inhabitants by this parasite, the survey will include analysis of social, financial and feasibility and technical implications of a range of control measures. Results of this study shall be provided to U.S. Mission by March 31, 1981.

VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: agriculture, rural development and population planning.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Rabat, in duplicate, this 21st day of May, 1980

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Angier Biddle Duke
Ambassador of the
United States of America

FOR THE GOVERNMENT OF
THE KINGDOM OF MOROCCO

H.E. Abdelkamel Rerhaye
Minister of Finance

AGREED MINUTES
PL-480 Title I Agreement
Proposed for Signing on May 21, 1980

On May 12, 1980, Embassy officials met with representatives of the Ministry of Finance and the Ministry of Agriculture to discuss the Fiscal Year 1980 PL-480 Title I Agreement, a summary of which had been transmitted in writing to the parties concerned on April 22, 1980.

In general, all of the terms of the agreement proposed by the U.S. side, including the self-help measures, were accepted by the Moroccan side. The Office of Cereals representative made the observation that because of the tight international supply situation of small tonnage vessels, it would be difficult to acquire the necessary cargo vessels, particularly in view of the fact that shipments must be split evenly between American flag carriers and non-American flag carriers. The U.S. officials agreed to make note of this observation in its communications to Washington, although it was noted and accepted by GOM officials that this observation would not be included as part of the Agreement.

During the meeting the U.S. side called to the attention of the Moroccan negotiators that if a shipping agent were named to procure wheat or arrange ocean transportation, the GOM must notify the General Sales Manager in the U.S. Department of Agriculture of the designated agent and provide a copy of the proposed agent agreement.

The Moroccan side agreed to relay to their Washington Embassy in Washington all instructions and authority necessary to enable timely implementation of the Agreement.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Angier Biddle Duke
Ambassador of the
United States of America

FOR THE GOVERNMENT OF THE
KINGDOM OF MOROCCO

Abdelkamal Rerhaye
Minister of Finance

By delegation:

Ahmed Essaghir
Chief, Equipment Service
Ministry of Finance

MEXICO

Scientific Cooperation: Earth Resources

Memorandum of understanding signed at Washington
January 19, 1981;
Entered into force January 19, 1981.

MX-1

MEMORANDUM OF UNDERSTANDING BETWEEN THE GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND CONSEJO DE RECURSOS MINERALES OF THE MINISTRY OF PATRIMONIO Y FOMENTO INDUSTRIAL OF THE ESTADOS UNIDOS MEXICANOS COVERING SCIENTIFIC COOPERATION IN EARTH RESOURCES

ARTICLE I. Scope and Objectives

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the USGS), and the Consejo de Recursos Minerales of the Ministry of Patrimonio y Fomento Industrial of the Estados Unidos Mexicanos, (hereinafter referred to as the CRM), have agreed to enter into a program of technical cooperation concerning earth resources and geological phenomena in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

This Memorandum will be carried out pursuant to the terms of the Agreement for Scientific and Technological Cooperation be-

tween the United States of America and Mexico, effected by exchange of notes signed at Washington on June 15, 1972,[1] and any amendments thereto; and subject to the laws and regulations in each country.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of the USGS and CRM (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena.

For cooperation requested by the CRM that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the CRM and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The CRM may, with the consent of the USGS, include the participation of other organizations of Mexico in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, regional geologic studies, mineral resource assessments, stratigraphic and structural studies, tectonic analyses, data systems, paleontology, mineral exploration methodology, metallogenesis, and geochronology. All activities are subject to applicable laws, and regulations of Mexico and the United States of America.

ARTICLE III. Sources of Financing

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except

[1] TIAS 7362; 23 UST 934.

for such information and data that is identified by a Party as requiring protection for its national security or interest, or is otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party, but with the written permission of the protected Party, may be made available by the other Party in accordance with its national laws. Unless the Parties mutually agree to the contrary, no information and data shall be subject to copyright protection in the United States of America.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually agreed by the Parties, will review the activities under this Memorandum.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements shall be confirmed in writing between the Parties. Any activity involving more than the exchange of technical information or exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of an Annex hereto, the terms of this Memorandum shall govern.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for three (3) years. It may be modified or extended by mutual agreement, and may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

DONE at Washington, D.C. in duplicate in the English and Spanish languages, both equally authentic.

GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA	CONSEJO DE RECURSOS MINERALES MINISTRY OF PATRIMONIO Y FOMENTO INDUSTRIAL OF THE ESTADOS UNIDOS MEXICANOS
H W MENARD	G. P. SALAS
Signature	Signature
H. W. Menard	G. P. Salas
Name	Name
Director	*Director General*
Title	Title
January 19, 1981	*January 19, 1981*
Date	Date

MX-1

MEMORANDO DE ENTENDIMIENTO ENTRE EL CONSEJO DE RECURSOS MINERALES DEL MINISTERIO DE PATRIMONIO Y FOMENTO INDUSTRIAL DE LOS ESTADOS UNIDOS MEXICANOS Y EL GEOLOGICAL SURVEY DEL MINISTERIO DEL INTERIOR DE LOS ESTADOS UNIDOS DE AMERICA PARA LA COOPERACION CIENTIFICA EN MATERIA DE RECURSOS TERRESTRES

ARTICULO I. Alcance y objetivos

El Consejo de Recursos Minerales del Ministerio de Patrimonio y Fomento Industrial de los Estados Unidos Mexicanos (en lo sucesivo denominado el CRM) y el Geological Survey del Departamento del Interior de los Estados Unidos de América (en lo sucesivo denominado USGS) han acordado establecer un programa de cooperación científica en materia de recursos terrestres y fenómenos geologicos, de conformidad con el presente Memorando de Entendimiento (en lo sucesivo denominado Memorando), que estipule los procedimientos para llevar a cabo dicha cooperación.

El Memorando se pondrá en práctica con arreglo a los términos

del Acuerdo de Cooperación Científica y Técnica entre los Estados Unidos Mexicanos y los Estados Unidos de América, efectuado mediante el intercambio de notas firmadas en Washington el 15 de junio de 1972, y a cualquier enmienda al mismo y sujeto a las leyes y reglamentos de cada país.

El propósito del presente Memorando es el de establecer una estructura para el intercambio de conocimientos científicos y técnicos e incrementar la capacidad científica y técnica del CRM y del USGS (en lo sucesivo denominados, a veces, las "Partes") en materia de recursos terrestres y fenómenos geológicos.

Para llevar a cabo la cooperación selicitada por el CRM que abarque cuestiones fuera del alcance del USGS, el USGS, con el consentimiento del CRM y siempre que sea compatible con las leyes, decretos presidenciales, reglamentos y políticas vigentes en los Estados Unidos de América, tratará de reclutar la participación de otros organismos de los Estados Unidos de América.

El CRM, con el consentimiento del USGS, podrá incluir la participación de otras organizaciones mexicanas en la realización de actividades comprendidas dentro del alcance del presente Memorando.

ARTICULO II. Actividades cooperativas

Las actividades cooperativas que se lleven a cabo en virtud del presente Memorando podrán consistir en intercambios de información técnica, visitas de intercambio, investigación cooperativa entre científicos de las Partes que realicen trabajos de investigación en disciplinas de interés mutuo dentro del alcance de programas de las Partes, y otros tipos de actividades cooperativas que las Partes convengan de mutuo acuerdo. La cooperación se podrá extender, entre otros, a los siguientes campos, estudios geológicos regionales, evaluación de recursos minerales, estudios estratigráficos y estructurales, análisis tectónicos, sistemas de datos, paleontología, metodología de exploración de minerales, metalogénesis y geocronología. Todas las actividades están sujetas a las leyes y los reglamentos de Mexico y de Los Estados Unidos de America.

ARTICULO III. Fuentes de financiación

Las actividades cooperativas realizadas con arreglo al presente Memorando estarán sujetas al apoyo financiero y a la mano de obra de que dispongan las Partes, y dependerán de ellos. Las Partes acordarán los términos de la financiación antes de dar comienzo a las actividades.

ARTICULO IV. Derechos relativos a la información, datos e innovaciones

Toda la información y los datos científicos, técnicos y de desarrollo utilizados en el trabajo realizado con arreglo al presente Memorando

o a cualquier Anexo al mismo, o resultantes de dicho trabajo (en lo sucesivo denominado el "trabajo pertinente"), se intercambiarán libremente entre las Partes y, con excepción de la información y los datos con respecto a los cuales una Parte haya indicado que es preciso proteger en bien de su seguridad o interés nacional, podrán divulgarse por una Parte, previa consulta con la otra Parte, a su discreción y sujeto a sus leyes nacionales. Cada una de las Partes respetará la confidencialidad de toda información y datos excluidos de la divulgación por la otra Parte, pero, con el permiso excrito de la Parte protegida, podrá divulgar dichos datos e información de conformidad con sus leyes nacionales. A menos que las Partes acuerden mutuamente lo contrario, ninguna información ni datos estarán sujetos a la protección por derechos de impresión o reproducción en los Estados Unidos de América.

ARTICULO V. Examen de las actividades

Las Partes designarán representantes que, en ocasiones establecidas de mutuo acuerdo por las Partes, examinarán las actividades realizadas en virtud del presente Memorando.

ARTICULO VI. Denegación de responsabilidad

La información transmitida por una Parte a la otra Parte en virtud del presente Memorando será correcta a juicio de la Parte transmisora. La Parte transmisora no garantiza la idoneidad de la información transmitida para ningún uso o aplicación determinados a que la destine la Parte receptora o cualesquiera terceras Partes.

ARTICULO VII. Anexos al proyecto

Las Partes confirmarán por escrito los detalles de cualquier actividad convenida con arreglo a los términos del presente Memorando, incluidos, según proceda, los relativos a arreglos financieros. Cualquier actividad que vaya más allá del intercambio de información técnica o visitas de intercambio de individuos se detallerá en un Anexo al presentè Memorando, que estipulará un plan de trabajo, requisitos en cuanto a personal, presupuestos de costo, fuentes de financiación y otras empresas, obligaciones o condiciones no incluidos en el presente Memorando. En caso de incompatibilidad entre los términos del Memorando y los de su Anexo, regirán los términos del presente Memorando.

ARTICULO VIII. Entrada en vigor y terminación

El presente Memorando entrará en vigor al ser firmado por las dos Partes y tendrá una vigencia de tres (3) años. Podrá ser modificado o prorrogado por acuerdo mutuo, y cualquiera de las Partes lo podrá dar por terminado previa notificación escrita a la otra Parte con noventa (90) días de antelación. La terminación de la vigencia del presente Memorando no afectará la validez ni la duración de los

proyectos realizados en virtud del presente Memorando e iniciados antes de dicha terminación.

HECHO en Washington, D.C., U.S.A., en duplicado, en los idiomas español e inglés, siendo ambos textos igualmente auténticos.

CONSEJO DE RECURSOS MINERALES MINISTERIO DE PATRIMIONIO Y FOMENTO INDUSTRIAL DE LOS ESTADOS UNIDOS MEXICANOS	GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
G. P. SALAS	H W MENARD
Firma	Firma
G. P. Salas	H. W. Menard
Nombre	Nombre
Director General	*Director*
Titulo	Título
January 19, 1981	*January 19, 1981*
Fecha	Fecha

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States-Venezuela Cooperation Agreement

Protocol prolonging the agreement of March 27, 1968.
Signed at Vienna February 18, 1981;
Entered into force February 18, 1981.

Protocol Prolonging the Agreement Between
the International Atomic Energy Agency,
the Government of the Republic of Venezuela, and
the Government of the United States of America
for the Application of Safeguards

Whereas the agreement between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America for the application of safeguards, signed on 27 March 1968[1] (hereinafter referred to as the "Safeguards Transfer Agreement") provides that it will remain in force during the term of the agreement for cooperation between the Government of the United States of America and the Government of the Republic of Venezuela concerning civil uses of atomic energy, signed on 8 October 1958, as amended by an agreement signed on 14 November 1969[2] (hereinafter referred to as the "Agreement for Cooperation");

Whereas Section 33 of the Safeguards Transfer Agreement provides that it may be prolonged for further periods as agreed by the parties;

Whereas the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Venezuela expired on 8 February 1980;

Whereas both governments have expressed their desire to continue cooperation in the peaceful uses of nuclear energy;

[1] TIAS 6433; 19 UST 4385.
[2] TIAS 4416, 6945; 11 UST 104; 21 UST 2008.

Whereas both governments have recognized the safeguards and guarantee provisions of the Agreement for Cooperation as amended and the Government of the Republic of Venezuela has affirmed that it would hold material, equipment, and devices, which it or authorized persons under its jurisdiction have received under the agreement for cooperation, and special nuclear material produced by the use of such material, equipment or devices, subject to the terms and conditions of that agreement and to the agreement between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America for the application of safeguards signed on 27 March 1968.

Now, therefore, the International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the Republic of Venezuela, and the Government of the United States of America have agreed as follows:

1. The agreement for the application of safeguards reached between the International Atomic Energy Agency, the Government of the Republic of Venezuela, and the Government of the United States of America on 27 March 1968 will continue in force until the Agency has terminated, in accordance with the terms of the agreement, the safeguards provided for in that agreement.

2. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Government of the Republic of Venezuela and the Government of the United States of America.

PROTOCOLO QUE PRORROGA EL ACUERDO DE APLICACION DE SALVAGUARDIAS CONCERTADO ENTRE EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA, EL GOBIERNO DE LA REPUBLICA DE VENEZUELA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

CONSIDERANDO que el Acuerdo de Aplicación de Salvaguardias concertado entre el Organismo Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América, firmado el 27 de marzo de 1968 (que en adelante se denominará "Acuerdo de Aplicación de Salvaguardias" en el presente Protocolo), establece que permanecerá en efecto durante el término del Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela concerniente a los usos civiles de energía atómica, firmado el 8 de octubre de 1958, y enmendado por convenio firmado el 14 de noviembre de 1969 (que en adelante se denominará "Convenio de Cooperación" en el presente Protocolo);

CONSIDERANDO que la Sección 33 del Acuerdo de Aplicación de Salvaguardias dispone que podrá ser prorrogado por períodos adicionales si así lo acordaran las Partes;

CONSIDERANDO que el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela caducó el día 8 de febrero de 1980;

CONSIDERANDO que ambos Gobiernos han manifestado su deseo de continuar la cooperación en el uso pacífico de la energía nuclear;

CONSIDERANDO que ambos Gobiernos reconocieron las disposiciones de salvaguardias y garantía del Convenio de Cooperación, según fue enmendado, y que el Gobierno de la República de Venezuela afirmó que mantendría el material, equipo o instalaciones que este mismo, o personas autorizadas bajo su jurisdicción, hayan recibido conforme al Convenio de Cooperación, y el material nuclear especial producido por el uso de tal material, equipo o dispositivos, sujeto a los términos y condiciones de dicho Convenio y al Acuerdo entre el Organismo Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América para la aplicación de salvaguardias, suscrito en Viena el 27 de marzo de 1968;

POR LO TANTO, el Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Protocolo), el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América, han acordado lo siguiente:

1. El Acuerdo de Aplicación de Salvaguardias, concertado entre el Organismo Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América, el 27 de marzo de 1968, continuará en vigor hasta que el Organismo haya dado por terminadas, de conformidad con los términos del Acuerdo, las salvaguardias previstas en el mismo.

2. El presente Protocolo entrará en vigor una vez sea firmado por el Director General del Organismo o en su nombre y representación, y por los representantes autorizados del Gobierno de la República de Venezuela y del Gobierno de los Estados Unidos de América.

DONE IN VIENNA, this 18th day of February 1981, in triplicate in the English and Spanish languages, both texts being equally authentic.

HECHO EN VIENA, a los 18 días del mes de febrero de 1981, por triplicado en español e inglés, siendo igualmente auténtico el texto en los dos idiomas.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:
POR EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

Sigvard Eklund [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA:
POR EL GOBIERNO DE LA REPUBLICA DE VENEZUELA:

[2]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Roger Kirk [3]

[1] Sigvard Eklund.
[2] Felix Rossi-Guerrero.
[3] Roger Kirk.

VENEZUELA

Atomic Energy: Continuation of Safeguards and Guarantee Provisions of the Agreement of October 8, 1958, as Amended

Agreement effected by exchange of notes
Signed at Caracas February 18, 1981;
Entered into force February 18, 1981.

The American Ambassador to the Venezuelan Minister of Foreign Affairs

No. 79

The Ambassador of the United States of America presents his compliments to His Excellency the Minister of Foreign Affairs of the Republic of Venezuela and has the honor to refer to the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Venezuela Concerning Civil Uses of Atomic Energy which was signed at Washington on October 8, 1958, as amended by the agreement signed on November 14, 1969.[1]

The Agreement for Cooperation, as amended, by its terms, expired on February 8, 1980. The Government of the United States of America affirms its desire to conclude a new agreement for cooperation with the Government of the Republic of Venezuela and to continue cooperation in the peaceful uses of nuclear energy.

The Government of the United States of America notes that both governments recognize the safeguards and guarantee provisions of the Agreement for Cooperation, as amended, and that the Government of the Republic of Venezuela affirms that it will hold material, equipment and devices which it or authorized persons under its jurisdiction have received under the Agreement for Cooperation, and special nuclear material produced by the use of such material, equipment or devices, subject to the terms and conditions of that agreement and to the Agreement between the International Atomic Energy Agency, the Government of the Republic of Venezuela and the Government of

[1] TIAS 4416, 6945; 11 UST 104; 21 UST 2008.

the United States of America for the Application of Safeguards which was signed at Vienna on March 27, 1968.[1]

Further, on this occasion the Government of the United States of America notes the understanding of the Republic of Venezuela that no material, equipment and devices, including special nuclear material produced by the use of such material, equipment and devices, subject to the Agreement for Cooperation, as amended, may be used for any nuclear explosive device, or for research on or development of any such device.

The Ambassador of the United States of America avails himself of the opportunity to renew to His Excellency, the Minister of Foreign Affairs of the Republic of Venezuela, the assurances of his highest consideration.

WILLIAM H. LUERS

EMBASSY OF THE UNITED STATES OF AMERICA
CARACAS, *February 18, 1981.*

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[1] TIAS 6433; 19 UST 4385.

The Venezuelan Ministry of Foreign Affairs to the American Embassy

REPUBLICA DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES

PE/AB - 759

EL MINISTERIO DE RELACIONES EXTERIORES saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, y tiene el honor de referirse a la nota de esa Embajada del 18 de febrero de 1981, en relación con el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela con respecto a los usos civiles de la energía atómica, que caducó el 8 de febrero de 1980. El texto de la nota en referencia es el siguiente:

"El Embajador de los Estados Unidos de América saluda muy atentamente a su Excelencia el Ministro de Relaciones Exteriores de la República de Venezuela y tiene el honor de referirse al Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela con respecto a los usos civiles de la energía atómica, el cual fué suscrito en Washington el 8 de octubre de 1958, y enmendado por un acuerdo suscrito el 14 de noviembre de 1969.

El Convenio de Cooperación, según fué enmendado, caducó conforme a sus términos el 8 de febrero de 1980. El Gobierno de los Estados Unidos de América afirma su deseo de concluir un nuevo Convenio de Cooperación con el Gobierno de la República de Venezuela y continuar la cooperación en los usos pacíficos de la energía nuclear.

El Gobierno de los Estados Unidos de América señala que ambos gobiernos reconocen las disposiciones de salvaguardia y garantía del Convenio de Cooperación, según fué enmendado, y que el Gobierno de la República de Venezuela afirma que mantendrá el material, equipo y dispositivos que éste mismo o personas autorizadas bajo su jurisdicción hayan recibido bajo el Convenio de Cooperación, y material nuclear especial producido por el uso de tal material, equipo o dispositivos, sujeto a los términos y condiciones de tal Convenio y al Acuerdo entre la Agencia Internacional de Energía Atómica, el Gobierno de la República de Venezuela y el Gobierno de los Estados Unidos de América de Aplicación de Salvaguardias suscrito en Viena el 27 de marzo de 1968.

A la Honorable Embajada de los
Estados Unidos de América
Caracas.

Además, en esta ocasión el Gobierno de los Estados Unidos de América señala el entendimiento del Gobierno de la República de Venezuela - en el sentido de que ningún material, equipo o dispositivos, incluyendo material nuclear especial producido por el uso de tal material, equipo y dispositivo, sujetos al acuerdo de cooperación según fué enmendado, puede ser utilizado para dispositivo explosivo alguno, o para la investigación o producción de tal dispositivo.

El Embajador de los Estados Unidos de América aprovecha esta oportunidad para reiterar a su Excelencia, el Ministro de Relaciones Exteriores de la República de Venezuela, las seguridades de su más alta consideración".

EL MINISTERIO DE RELACIONES EXTERIORES al expresar el acuerdo del Gobierno de la República de Venezuela en cuanto a los términos y al entendimiento expresado en la nota mencionada, hace propicia la ocasión para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

Caracas, 18 de Febrero de 1981.

J. Osvaldo Páez Pumar
Encargado del
Ministerio de Relaciones Exteriores

TRANSLATION

Republic of Venezuela
Ministry of Foreign Affairs

PE/AB-759

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note of February 18, 1981, concerning the Agreement for Cooperation Between the United States of America and the Government of the Republic of Venezuela Concerning Civil Uses of Atomic Energy, which expired on February 8, 1980. The text of the aforementioned note reads as follows:

[For the English language text, see pp. 1111-1112.]

The Ministry of Foreign Affairs expresses the agreement of the Government of the Republic of Venezuela with respect to the terms and the understanding stated in the above-mentioned note and avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its highest consideration.

Caracas, February 18, 1981

J O Paez Pumar

J. Oswaldo Paez Pumar
Acting Minister of Foreign Affairs

Embassy of the United States of America,
Caracas.

PEOPLE'S REPUBLIC OF BULGARIA

Maritime Transport

Agreement signed at Sofia February 19, 1981;
Entered into force February 19, 1981.
With exchange of letters.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA ON MARITIME TRANSPORT

The Government of the United States of America and the Government of the People's Republic of Bulgaria;

Desiring to promote friendly relations and arrangement for the orderly conduct of trade between their countries which will serve the interests of both peoples;

Recognizing that it is to their mutual advantage to strengthen the cooperation between the two countries in the field of maritime transportation;

Have agreed as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement:

A. "Vessel" means any merchant ship which is actually engaged in commercial maritime carriage of passengers or cargo. It does not mean warships, as defined in multilateral conventions to which both the United States of America and Bulgaria are parties, or fishing vessels, fishery research vessels, and fishery support vessels.

B. "Vessels of a party" means any vessel which is under the flag of the United States of America or the People's Republic of Bulgaria and is registered in the United States of America or in a port of the People's Republic of Bulgaria.

C. "Member of the crew" means any person employed on board the vessel during its voyage who actually performs duties or services connected with the operation or maintenance of the vessel and whose name is included on the crew list of the vessel.

ARTICLE 2

DEVELOPMENT AND FACILITATION OF MARITIME TRAFFIC

I. Each party shall, within the limits of its applicable laws and regulations, adopt all appropriate measures to facilitate and expedite maritime traffic between the two states, to prevent delay to vessels.

ARTICLE 3

PORT ENTRY AND CARRIAGE OF PASSENGERS AND CARGO

I. Subject to each party's port access regulations the ports of each party, open to foreign commerce and navigation, shall be open to vessels of the other party on a reciprocal basis. Likewise subject to port access regulations, the vessels of each party are entitled to engage in commercial passenger and cargo services between ports of the party in which they are registered and ports of the other party and between ports of the other party and third countries. Nothing in this agreement shall be deemed to constitute entitlement of the vessels of one party to engage in the coastwise trade of the other Party.

2. This agreement shall not apply to the transportation of passengers or cargo between ports of the same party. However, the rights of vessels of each party to engage in commercial passenger and cargo services in accordance with paragraph I of this article, shall include the right to pick up or discharge passengers and cargo at more than one port of the other party if such passengers and cargo are destined for or are proceeding from another country on the same vessel.

3. Cargo carried in a vessel of one party may be reloaded in a vessel of that party after it has been unloaded in the territory of the other party and rejected by the person to whom it was destined, if the cargo then becomes destined for a port outside the territory of that other party.

ARTICLE 4

DOCUMENTS [*]

I. Vessels of the flag of a party, and carrying valid documents required by its law as proof of nationality, shall be deemed to be vessels of that party in the absence of proof to the contrary.

2. Each party shall inform the other party of any changes in its system of tonnage measurement.

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[*] The Port Tanker Safety Act (PTSA) of I978 (P.L.95-474)[1] prohibits the operation of tank vessels on U.S.waters if they are manned by one or more officers certificated by a state which does not have standards for licensing and certification of seafarers which are comparable or more stringent than U.S. standards or international standards which are accepted by the U.S.

The law requires the appropriate U.S. authorities to determine whether the foreign certificating standards meet the U.S. statutory criteria. Foreign tank vessels will be permitted to operate on U.S. waters until such time as a particular foreign standard is found to be less stringent than the pertinent U.S. standard.

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[1] 92 Stat. 1471; 33 U.S.C. § 1221 note. [Footnote added by the Department of State.]

ARTICLE 5

CREWS IN PORT

1. Members of the crew of vessels of each party shall be permitted to go ashore during the stay of their vessel in the ports of the other party, in accordance with applicable laws and regulations of the other party.

2. Each party may deny entry into its territory of a member of the crew of a vessel of the other party in accordance with its applicable laws and regulations.

3. Members of the crew of vessels of each party who require hospitalization shall be permitted to enter into and remain in the territory of the other party for the period of time necessary for medical treatment, in accordance with the applicable laws and regulations of the other party.

4. Seamen of either party, who have appropriate seamen's documents, as appropriate, may enter the territory of the other party for the purpose of joining the crew of a national vessel, in accordance with the applicable laws and regulations of the other party. Likewise, members of the crew of vessels of either party may, for the purpose of repatriation, for proceeding to another port to join the crew of a national vessel, or for any other reason acceptable to the appropriate authorities of the other party, travel through the territory of that party, after approval of the appropriate authorities of that party has been obtained.

ARTICLE 6

RELATIONS WITH CONSULAR REPRESENTATIVES

Members of the crew of a vessel of either party and consular officials of that party are entitled to contact and meet each other whenever their vessel is in a port of the other party, in accordance with the applicable laws and regulations of the other party.

ARTICLE 7

VESSELS IN DISTRESS

1. Should a vessel of either party be involved in a maritime accident or encounter any other danger in the ports, places and waters of the other party, the other party shall give friendly treatment and all possible assistance to the passengers, crew, cargo and vessel in accordance with the highest traditions of the sea.

2. When a vessel of one party is involved in a maritime accident or encounters any other danger and cargo is removed therefrom and landed in the territory of the other party, such cargo shall not be subject to any customs duties unless it enters into domestic consumption.

3. Each party shall promptly notify the consular officials, or in their absence the diplomatic representatives of the other party when one of the vessels of the latter party is in distress, and inform them of measures taken for the rescue and protection of the vessel, its crew, passengers, cargo and stores.

ARTICLE 8

CONSULTATIONS

1. In order to promote arrangements for orderly conduct of commercial maritime transportation, the parties agree that their competent authorities shall meet whenever necessary to consider matters arising under this agreement.

2. Either party may request consultations with the other party at any time. Such consultations shall be held at an agreed place within three months from the date of receipt of the notice requesting consultations.

3. Whenever one party believes that a problem exists with respect to the interpretation or application of this agreement, its position shall be communicated to the other party for the purpose of finding a solution. Any disagreement which remains unresolved concerning the interpretation or application of this agreement shall be referred to direct negotiations between the parties.

ARTICLE 9

RIGHTS RESERVED

I. With respect to matters not specified in this agreement, each party reserves the right to apply its national laws and regulations and international conventions to which it is a party.

2. The provisions of this agreement shall not limit the right of either party to take any action for the protection of its security interests.

ARTICLE I0

DURATION

I. The initial term of this agreement shall be three years. It may be extended or modified and extended for successive terms of three years, subject to negotiations between the parties within a period of six months prior to the concluding date of each term to approve extension.

2. This agreement shall expire at the conclusion of a term unless extended by the parties, or prior to such time upon ninety days' written notice by one party to the other.

ARTICLE II

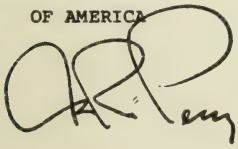
ENTRY INTO FORCE

This agreement shall enter into force on the date of signature.

In witness whereof, the authorised representatives of the parties have signed this agreement.

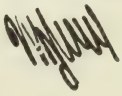
Done at Sofia, this I9th day of February I98I in duplicate, in the English language and the Bulgarian language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA



[1]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA



[2]

[1] J. R. Perry.
[2] V. Tzanov.
[Footnotes added by the Department of State.]

[EXCHANGE OF LETTERS]

Letter - Annex No.I

The Head of the Delegation
of the People's Republic
of Bulgaria

Dear Sir,

In connection with the signing to day of the agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on maritime transport, I wish to refer to Article 3, Paragraph I of this agreement, and to inform you of the port security procedures that will be applicable to Bulgarian vessels which enter ports of the United States.

Entry of Bulgarian vessels into ports of the United States shall be permitted subject to prior approval by competent United States authorities of a request submitted by the vessel's agent to the U.S. Coast Guard seven full working days prior to the planned entry, excluding date of receipt of such request.

Sincerely yours,

Head of the Delegation
of the United States
of America

Letter - Annex No.2

The Head of the Delegation
of the United States
of America

Dear Sir,

I have the honour to acknowledge receipt of your letter of today with the following contents:

" In connection with the signing today of the agreement between the Government of the United States of America and the Government of the People's Republic of Bulgaria on maritime transport, I wish to refer to Article 3, Paragraph I of this agreement, and to inform you of the port security procedures that will be applicable to Bulgarian vessels which enter ports of the United States.

Entry of Bulgarian vessels into ports of the United States shall be permitted subject to prior approval by competent United States authorities of a request submitted by the vessel's agent to the U.S. Coast Guard seven full working days prior to the planned entry, excluding date of receipt of such request."

The above letter has been taken into account by the Bulgarian side.

Sincerely yours,

Head of the Delegation
of the People's Republic
of Bulgaria

МЕЖДУ ПРАВИТЕЛСТВОТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ И ПРАВИТЕЛСТВОТО НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ ЗА МОРСКИ ТРАНСПОРТ

Правителството на Съединените Американски щати и

Правителството на Народна република България,

Желаейки да развиват приятелски отношения и да създават условия за нормално осъществяване на търговията между техните страни, което ще служи на интересите на двата народа,

Признавайки, че укрепването на сътрудничеството между двете страни в областта на морските превози е взаимно изгодно,

Се споразумяха за следното:

ЧЛЕН 1

ОПРЕДЕЛЕНИЯ

За целите на тази Спогодба:

А. "Кораб" означава всеки търговски кораб, който действително е зает в търговските морски превози на пътници или товари. Този термин не обхваща военните кораби, съгласно определенията на същите в многостранни конвенции, по които и Съединените Американски щати и Народна република България са страни, или риболовните кораби, риболовните изследователски кораби и риболовните спомагателни кораби.

В. "Кораб на договарящата се страна" означава всеки кораб, който плава под знамето на Съединените Американски щати или на Народна република България и е регистриран в Съединените Американски щати или в пристанище на Народна република България.

С. "Член на екипажа" означава всяко лице което на работа на борда на кораба за неговия рейс, което действително изпълнява задълженията или функции, свързани с експлоатацията или поддържането на кораба и чието име е включено в екипажния списък на кораба.

ЧЛЕН 2

РАЗВИТИЕ И УЛЕСНЯВАНЕ НА МОРСКИЯ ТРАФИК

1. Всяка договаряща се страна в рамките на нейните приложими закони и разпоредби, ще вземе подходящи мерки за облегчаване и ускоряване на морския трафик между двете държави и за предотвратяване непроизводителните престои на корабите.

ЧЛЕН 3

ВЛИЗАНЕ В ПРИСТАНИЩА И ПРЕВОЗ НА ПЪТНИЦИ И ТОВАРИ

1. Съгласно разпоредбите на всяка договаряща се страна за влизане в пристанищата, пристанищата на всяка договаряща се страна, открити за външна търговия и корабоплаване, ще бъдат открити за корабите на другата договаряща се страна на реципрочна основа. Също така съгласно разпоредбите за влизане в пристанищата, корабите на всяка договаряща се страна имат право да извършват търговско-пътнически и товарни услуги между пристанищата на договарящата се страна, в които те са регистрирани и пристанищата на другата страна, а също между пристанищата на другата договаряща се страна и пристанища на трети страни. Никоя разпоредба на тази Спогодба няма да се счита, че дава право на корабите на едната договаряща се страна да участвуват в каботажните превози на другата договаряща се страна.

2. Тази Спогодба няма да се прилага за превози на пътници или товари между пристанища на една и съща договаряща се страна. Обаче, правото на корабите на всяка договаряща се страна да извършват търговско-пътнически и товарни услуги съгласно алинея 1 на този член, ще включва правото да качват или свалят пътници и товари на повече от

едно пристанище на другата договаряща се страна, ако тези пътници и товари се превозват за друга страна или от друга страна на борда на същия кораб.

3. Товарът превозван на кораб на едната договаряща се страна, може да бъде натоварен на друг кораб на тази договаряща се страна, след като е бил разтоварен на територията на другата договаряща се страна, и е бил отказан от лицето, за което е бил предназначен, ако товарът се окаже предназначен за пристанище извън територията на другата договаряща се страна.

ЧЛЕН 4

ДОКУМЕНТИ

1. Кораби, плаващи под знамето на едната договаряща се страна, които притежават валидни документи, изисквани от нейните закони като доказателство за националност, ще се считат за кораби на тази договаряща се страна, при отсъствие на доказателство за противното.

2. Всяка договаряща се страна ще информира другата договаряща се страна за каквито и да са промени в системата й за измерване на тонажа.

Законът за безопасността на пристанищата и танкерите /PTSA/ от 1978 година /P.L.95-474/ забранява оперирането на танкери във водите на САЩ, ако на борда им има един или повече членове на командния състав, дипломирани от държава, чиито изисквания за даване на правоспособност и за дипломиране на моряци, не са съответни или по-строги от изискванията на САЩ или от международните изисквания, възприети от САЩ.

Законът изисква съответните органи на САЩ да определят дали чуждестранните изисквания за дипломиране отговарят на законодателните критерии на САЩ. На чуждестранните танкери ще се разрешава да оперират във водите на САЩ дотогава, докато се установи, че някое от чуждестранните изисквания е по-малко строго, отколкото съответното изискване на САЩ.

ЧЛЕН 5

ЕКИПАЖИ, НАМИРАЩИ СЕ В ПРИСТАНИЩЕ

1. На членовете на екипаха на кораби на всяка договаряща се страна ще се разрешава да слизат на брега по време на престоя на техния кораб в пристанищата на другата договаряща се страна, в съответствие с прилохимите закони и разпоредби на другата договаряща се страна.

2. Всяка договаряща се страна, в съответствие с нейните прилохими закони и разпоредби, може да откаже влизането в нейна територия на член на екипаха на кораб на другата договаряща се страна.

3. На членовете на екипаха на кораби на всяка договаряща се страна нуждаещи се от болнично лечение, ще се разрешава да влизат и остават на територията на другата договаряща се страна за период от време, необходим за медицинско лечение, в съответствие с прилохимите закони и разпоредби на другата договаряща се страна.

4. Моряците на всяка договаряща се страна, които притежават съответните моряшки документи съгласно изискванията, могат да влизат в територията на другата договаряща се страна, с цел да се присъединят към екипаха на национален кораб, в съответствие с прилохимите закони и разпоредби на другата договаряща се страна. Също така, членове на екипаха на корабите на всяка от договарящите се страни могат, с цел завръщане в родината, продължаване до друго пристанище за присъединяване към екипаха на национален кораб, или поради каквато и да е друга причина, приемлива за съответните органи на другата договаряща се страна, да пътуват през територията на тази договаряща се страна, след като са получили одобрението на съответните органи на тази договаряща се страна.

ЧЛЕН 6

ВЗАИМООТНОШЕНИЯ С КОНСУЛСКИ ПРЕДСТАВИТЕЛИ

Членовете на екипажа на кораб на всяка от договарящите се страни и консулските длъжностни лица на тази договаряща се страна имат право да влизат във връзка и да се срещат, когато техен кораб се намира в пристанище на другата договаряща се страна, съгласно приложимите закони и разпоредби на другата договаряща се страна.

ЧЛЕН 7

КОРАБИ В БЕДСТВИЕ

1. Ако кораб на една от договарящите се страни претърпи морска злополука или е изложен на каквато и да е опасност в пристанища, места и води на другата договаряща се страна, последната ще окаже приятелско съдействие и всякаква възможна помощ на пътниците, екипажа, товара и кораба, в съответствие с най-добрите морски традиции.

2. Когато кораб на една от договарящите се страни претърпи морска злополука или е изложен на каквато и да е друга опасност и товарът бъде преместен и разтоварен на територията на другата договаряща се страна, този товар няма да бъде облаган с никакви мита, освен ако се използува за местна консумация.

3. Всяка договаряща се страна ще уведоми незабавно консулските длъжностни лица, или в тяхно отсъствие дипломатическите представители на другата договаряща се страна, когато един от корабите на последната е в беда и ще ги информира за мерките, взети за спасяване и охрана на кораба, неговия екипаж, пътниците, товара и запасите.

ЧЛЕН 8

КОНСУЛТАЦИИ

1. За осигуряване на условия за нормално осъществяване на морските търговски превози договарящите се страни се споразумяват

техните компетентни органи да се срещат когато е необходимо, за обсъждане на въпроси, произтичащи от тази Спогодба.

2. Всяка договаряща се страна може по всяко време да поиска консултации с другата договаряща се страна. Такива консултации ще се провеждат на уговорено място в срок от три месеца от датата на получаване на уведомлението, с което се искат тези консултации.

3. Когато една от договарящите се страни счита, че съществува проблем по отношение на тълкуването или прилагането на тази Спогодба, нейното становище ще бъде съобщено на другата договаряща се страна, за да се намери разрешение. Всяко разногласие по отношение на тълкуването или прилагането на тази Спогодба, което остане неразрешено, ще бъде разгледано чрез преки преговори между страните.

ЧЛЕН 9

ЗАПАЗЕНИ ПРАВА

1. По отношение на въпроси, които не са уредени в тази Спогодба всяка договаряща се страна си запазва правото да прилага своите национални закони и разпоредби и международните конвенции, по които тя е страна.

2. Разпоредбите на тази Спогодба няма да ограничават правото на всяка договаряща се страна да предприема каквито и да са действия за защита на своите интереси по отношение на сигурността.

ЧЛЕН 10

СРОК НА ДЕЙСТВИЕ

1. Първоначалният срок на действие на тази Спогодба ще бъде три години. Той може да бъде продължен или изменен и продължаван за последователни периоди от по три години, ако договарящите се страни се споразумеят за това чрез преговори, проведени в шестмесечния период преди датата на изтичане на съответния срок.

2. Тази Спогодба прекратява действието си при изтичане на срока й, ако той не бъде продължен от договарящите се страни, или преди изтичането на срока, при условие, че една от договарящите се страни уведоми писмено другата договаряща се страна деветдесет дни предварително.

ЧЛЕН 11

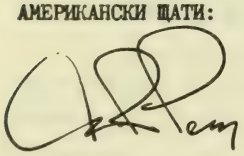
ВЛИЗАНЕ В СИЛА

Тази Спогодба ще влезе в сила от датата на подписването й.

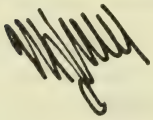
В уверение на което, упълномощените представители на договарящите се страни подписаха тази Спогодба.

Съставена в СОФИЯ на 19 февруари 1981 година в два екземпляра на английски и български език, като и двата текста имат еднаква сила.

ЗА ПРАВИТЕЛСТВОТО
НА СЪЕДИНЕНИТЕ
АМЕРИКАНСКИ ЩАТИ:



ЗА ПРАВИТЕЛСТВОТО
НА НАРОДНА
РЕПУБЛИКА БЪЛГАРИЯ:



Писмо – приложение № 1

Г–Н РЪКОВОДИТЕЛЯ НА
ДЕЛЕГАЦИЯТА НА
НАРОДНА РЕПУБЛИКА
БЪЛГАРИЯ

УВАЖАЕМИ ГОСПОДИНЕ,

Във връзка с подписването днес на Спогодбата между Правителството на Съединените Американски Щати и Правителството на Народна република България за морски транспорт, искам да се позова на Член 3, алинея 1 на тази Спогодба и да Ви информирам за процедурите за сигурност на пристанищата, които ще се прилагат към българските кораби, влизащи в пристанищата на Съединените Щати.

Влизането на български кораби в пристанищата на Съединените Щати ще се разрешава след предварително одобрение от компетентните органи на Съединените Щати на молба, предадена от корабния агент на Бреговата охрана на САЩ седем пълни работни дни преди заплануваното влизане, като датата на получаването на тази молба се изключва.

С УВАЖЕНИЕ,

РЪКОВОДИТЕЛ НА ДЕЛЕГАЦИЯТА НА
СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

Писмо – приложение № 2

Г–Н РЪКОВОДИТЕЛЯ НА
ДЕЛЕГАЦИЯТА НА
СЪЕДИНЕНИТЕ
АМЕРИКАНСКИ ЩАТИ

УВАЖАЕМИ ГОСПОДИНЕ,

Имам чест за потвърдя получаването на Вашето писмо с днешна дата, със следното съдържание:

"Във връзка с подписването днес на Спогодбата между Правителството на Съединените Американски Щати и Правителството на Народна република България за морски транспорт, искам да се позова на Член 3, алинея 1 на тази Спогодба и да Ви информирам за процедурите за сигурност на пристанищата, които ще се прилагат към българските кораби, влизащи в пристанищата на Съединените Щати.

Влизането на български кораби в пристанищата на Съединените Щати ще се разрешава след предварително одобрение от компетентните органи на Съединените Щати на молба, предадена от корабния агент на Бреговата охрана на САЩ седем пълни работни дни преди заплануваното влизане, като датата на получаването на тази молба се изключва."

Това писмо се приема за сведение от българска страна.

С УВАЖЕНИЕ,

РЪКОВОДИТЕЛ НА ДЕЛЕГАЦИЯТА НА
НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ

SWEDEN

Atomic Energy: Technical Exchange and Cooperative Arrangement in Nuclear Safety Research and Development

Agreement signed at Bethesda and Studsvik January 27 and February 23, 1981;
Entered into force February 23, 1981.

TECHNICAL EXCHANGE AND COOPERATIVE ARRANGEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

AND

STUDSVIK ENERGITEKNIK AB OF SWEDEN

IN THE

FIELD OF NUCLEAR SAFETY RESEARCH AND DEVELOPMENT

The Contracting Parties

Considering that the United States Nuclear Regulatory Commission (USNRC) and Studsvik Energiteknik AB of Sweden (STUDSVIK)

(a) have a mutual interest in cooperation in the field of nuclear safety research and development, with the objective of improving and thus ensuring nuclear safety on an international basis;

(b) have cooperated in the field of reactor safety under the terms of a 5-year technical exchange and cooperative arrangement, originally signed on December 16, 1974[1] between the United States Atomic Energy Commission (USAEC) and Aktiebolaget Atomenergi (AES), but continued after January 19, 1975 as between the USNRC and the AES, this arrangement including provision for its extension as mutually agreed upon by the parties;

(c) have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement and, accordingly, have continued their cooperation pending the execution of this Arrangement; and

(d) have considered the arrangement between the USNRC and the Swedish Nuclear Power Inspectorate (SNPI) for the exchange of technical information and cooperation in nuclear safety matters, signed on October 30, 1979;[2]

hereby AGREE as follows:

[1] Signed Nov. 21 and Dec. 16, 1974. TIAS 8343; 27 UST 2710.
[2] TIAS 9687; 31 UST 5837.

ARTICLE 1 - OBJECTIVE

The USNRC and STUDSVIK will continue their cooperation in the field of nuclear safety research and development in accordance with the provisions of this Arrangement and on the basis of reasonable equality and reciprocity. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations and policy directives, the parties agree to consult before any action is taken.

ARTICLE 2 - FORM OF COOPERATION

Cooperation between the parties may take the following forms:

2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.

2.2 The temporary assignment of personnel of one party to the laboratories or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment-of-staff agreement between appropriate representatives of the recipient and assigning organizations.

2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project to be considered on a case-by-case basis and be the subject of a separate agreement between the parties.

2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the relevant entities and may be subject to commercial terms and conditions.

2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the prior approval of such entities will be required in respect to the terms upon which such visit, assignment or use shall be made.

2.6 Any other form agreed between the parties.

ARTICLE 3 - SCOPE OF INFORMATION EXCHANGE

3.1 Each party will make available to the other party information in the technical areas of nuclear safety research and development listed in the Appendix wherein the parties are sponsoring research. Other, unpublished information in these technical areas, either in the possession of a party or available to it, but obtained in research programs not sponsored by that party, may be transmitted to the other party, subject to the transmitting party having the right to disclose it, including, as required, written authorization from the owner. Other appendices may be added, as agreed, to provide for cooperation in other areas of nuclear safety research.

3.2 Each party will promptly transmit and call to the other party's attention any information or its research results appearing to have significant safety implications.

3.3 The parties may, as agreed, also exchange information they have a right to disclose on any other topic related to nuclear safety.

ARTICLE 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

ARTICLE 5 - EXCHANGE AND USE OF INFORMATION

5.1 The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 6.

5.2 It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other proprietary information. Such information, including trade secrets, inventions, patent information, and know-how, is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in the possession of the receiving party or its contractors.

5.3 The party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"Except as set forth in the Arrangement dated _____ between the USNRC and Studsvik, this document containing proprietary information shall not be disseminated outside the recipient's organization without prior approval of (name of transmitting party)."

5.4 Information of a proprietary nature, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to concerned government agencies within the country of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and

(c) On an as-needed case-by-case basis, to organizations licensed in the country of the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph 5.4(c) receiving such information, for use only in work within the scope of the license,

PROVIDED that the information disseminated to any person under subparagraphs 5.4(b), (c), and (d) above shall be pursuant to an agreement of confidentiality entered into between the recipient party and the contractors, subcontractors or licensed organizations mentioned in 5.4(b), (c), and (d).

5.5 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.6 Nondocumentary proprietary information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.7 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

5.8 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside of this Arrangement.

ARTICLE 6 - PATENTS

6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:

6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists, engineers and other specialists:

6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:

6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.2.2 The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.3 For other specific forms of cooperation, including exchange of samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived by the other party prior to the execution of this Arrangement or conceived by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

6.1.5 It is understood that after the European Patent Conventions have come into force, either party may request a modification of this paragraph 6.1 for the purpose of according equivalent rights as provided in paragraphs 6.1.1 through 6.1.4 under the European Patent Conventions.

6.2 The party owning a patent covering any invention referred to in paragraph 6.1 above shall license the patents to nationals or licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

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ARTICLE 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 8 - FINAL PROVISIONS

8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 5 years, and may be extended by mutual agreement.

8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

BY: _____
William J. Dircks
TITLE: Executive Director for Operations
DATE: January 27, 1981

FOR STUDSVIK ENERGITEKNIK AB OF SWEDEN

BY: _____
TITLE: Stig O W Bergström
DATE: February 23, 1981

APPENDIX

TECHNICAL EXCHANGE RESEARCH AREAS

WHERE THE USNRC AND STUDSVIK

ARE PERFORMING LWR SAFETY RESEARCH

1. Primary Coolant System Integrity
2. LOCA-ECCS Analysis and Experiments
3. LWR Fuel Behavior
4. Safety Related Component Behavior
5. Fission Product Release and Transport
6. Safety Related Man-Machine Issues
7. Consequence Modelling

Experimental data and computer codes will be available on an "as is" basis at the time of a request. Manpower for interpretation of uncompleted work may be made available by or through the party receiving the request, as mutually agreed upon, and on a case-by-case basis.

MOZAMBIQUE

Agricultural Commodities

Agreement signed at Maputo February 23, 1981;
Entered into force February 23, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the People's Republic of Mozambique have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Part I and III of the June 28, 1979[2] Agreement together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

COMMODITY	SUPPLY PERIOD (U.S. FY)	APPROXIMATE MAXIMUM QUANTITY (Mt)	MAXIMUM EXPORT MARKET VALUE (Millions)
Rice	1981	3,800	DOLS 2.0
Wheat	1981	15,700	DOLS 3.0
TOTAL			DOLS 5.0

Item II. Payment Terms: Convertible local currency credit (40 years)

1. Initial Payment - Five (5) percent.
2. Currency Use Payment - Five (5) percent for Section 104(A) purposes.
3. Number of Installment Payments - Thirty-one (31).
4. Amount of Each Installment Payment - Approximately equal annual payments.
5. Due Date of First Installment Payment - Ten (10) years from date of last delivery of commodities in each calendar year.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9635; 31 UST 4711.

6. Initial Interest Rate - Two (2) percent.

7. Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (U.S. FY)	REQUIREMENTS (Metric Tons)
Rice	1981	20,000
Wheat/wheat flour (grain equivalent basis)	1981	59,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of this Agreement, the commodities may not be exported are: For rice -- rice in the form of paddy, brown or milled; and for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or the same products under different names).

Item V. Self-Help Measures:

A. The government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Mozambique agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Continue to review agricultural sector pricing policies to evaluate their effectiveness in assuring equitable returns to producers.

2. Continue the following activities in connection with the FAO-NORDIC (MONAP) program:

A. Support the production, improvement, and distribution of seeds;

B. Strengthen the storage, handling and distribution systems related to basic food production and agricultural inputs;

C. Improve the quality and use of agricultural land available to small farmers.

3. Continue to elaborate a food security programming assistance policy through the establishment of a national grain supply security reserve, construction of storage facilities at three main ports, provision of equipment for the commercialization of food grains and grain collection, establishment of mobile stock quality control and stock maintenance teams, assignment of technical assistance for grain marketing.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The commodities provided in this Agreement, or the proceeds accruing to the importing country from the sale of such commodities, will be used for implementing the following projects and programs which directly benefit the needy people of the importing country.

1. Those self-help measures set forth in Item V of the Agreement and/or:
2. The implementation of programs to construct feeder roads into areas with high agricultural production potential and to insure proper maintenance of existing rural roads.
3. The institution of a baseline study designed to generate crop reporting, input costs, marketing, and rural economic data for the domestic production of wheat, rice, corn, and other essential food crops.
5. Reactivate at local level, the meteorological network and make the different local organs aware of the importance of this activity in order to improve the control of this task guaranteeing the research of this data and its delivery to central organs.

B. The projects/programs identified in Item VI (A) will directly benefit the needy in the following ways:

1. Seed quality has deteriorated and inefficient varieties are often the only ones available. Advances in seed production, quality and distribution, and the introduction of drought tolerant food crops and varieties in areas

with irregular rainfall will increase small farmer plantings and yields and thereby reduce risks to both the producer and the market.

2. Agriculture product and input marketing with better storage and transport systems, including the maintenance and expansion of rural roads, will improve rural productivity and increase farm and non-farm access to food resources. Input marketing will expand availability of fertilizer pesticides, and small agricultural implements to increase outputs of farmers emerging from subsistence agriculture. Improvements in crop storage, marketing and distribution will reduce losses and inequities in rural as well as urban markets throughout the country.
3. Agriculture land use and conservation activities will reduce and control the encroachment of undergrowth (bush), thereby maintaining and extending food production areas for the small farmer.
4. Livestock research, development, and immunization will improve income by providing employment opportunities as well as developing expanded small animal programs which will increase opportunities for the small farmer to diversify his production.
5. Reforestation programs will benefit rural wage earners through labor-intensive projects. Regeneration of wood

fuel supplies and efficient production and marketing will provide reasonably priced rural and urban fuel supplies and generate additional on-farm revenue.

6. Institution of baseline economic production studies and continuation of the review of agricultural sector pricing policies will assure equitable returns to small farm holders and provide basic data necessary for the design and evaluation of agriculture projects.

7. Improvement of agricultural potential through the expansion of irrigation and construction of dams as measures to augment water storage capacity of the soil will minimze small farmer losses due to drought effects.

8. Development of scientific studies of climatological data closely related to agriculture with the establishment of an agro-meteorological department at the meteorological services, will enable small farmers to benefit from programmed measures in case of natural disasters.

9. The elaboration and implementation of a food security program will result in an improved supply of domestic food grains during times of scarcity or drought.

10. Strengthening the existing national committee for natural disasters will result in increased food supplies in rural areas and improved channels of distribution to small farmers and other people in need or urgent food assistance.

C. Report on use of currency:

In addition to the report required by Part I, Article II (F) of this Agreement, the importing country agrees to report on the progress of the implementation of the projects/programs identified in Item VI(A) above and the extent to which projects/programs were used to benefit the needy people. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the Agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the projects/programs specified in Item VI(A) above.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement, done at Maputo in duplicate, the twenty-third day of February, 1981.

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

Janet R. Mondlane
National Director, Office of International Cooperation
Government of the People's Republic of Mozambique

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William H. Twaddell
Charge d'Affaires a.i.
Embassy of the United States of America

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES OF THE PROPOSED FY 1981
PUBLIC LAW 480 TITLE I SALES AGREEMENT

PLACE: Maputo, Mozambique

ATTENDING:

Government of the People's Republic of Mozambique Delegation:

Janet R. Mondlane, Director of International Cooperation, Office of International Cooperation
Dina Forti, Special Assistant, Office of International Cooperation
Abel R. Chicalia, Officer, Ministry of External Commerce
Luis Mhonga, Director, ENACOMO
Americo Magaia, Director of Commerce, ENACOMO
Carlos Carvalho, Director of National Supply, Ministry of Internal Commerce
Gabriela Valerio, Officer, Food Supply Board, Ministry of Internal Commerce
Americo Antonio Fortuna, Officer, Office of International Cooperation

Government of the United States of America Delegation:

William H. Twaddell, Charge d'Affaires ad interim, United States Embassy, Maputo
Jon O'Rourke, Regional Food for Peace Officer, United States Embassy, Lusaka

1. The purpose of the meeting between representative of the Government of the People's Republic of Mozambique and the Government of the United States of America was to negotiate a U.S. Fiscal Year 1981 (October 1, 1980 to September 30, 1981) agricultural commodity sales agreement for U.S. dollars 5.0 million of wheat and rice under the U.S. Government Public Law 480 Title I Program.

II. The U.S. Delegation reviewed the draft agreement with the Mozambique Delegation and explained that:

1. The Agreement incorporates by reference the Preamble, Parts I and III of the PL-480 Title I Agreement signed on June 28, 1979.

2. The commodity commitment in the Agreement is in terms of dollar values and not quantities. At the time of the Agreement

was drafted, it was estimated that U.S. dollars 5.0 million would purchase approximately 3,800 metric tons of rice and 15,700 metric tons of wheat. Therefore, when purchases are made, if the price of wheat and/or rice permits, additional wheat and/or rice may be purchased up to the U.S. dollar 5.0 million level, or, on the other hand, if prices rise, the quantity of wheat and/or rice financed under this agreement will be reduced accordingly.

3. In order to accomplish early shipment of the commodities, the Government of the People's Republic of Mozambique should (a) make all arrangements for letters of credit for both the commodity and the ocean freight, and (b) appoint as soon as possible the purchasing team to make the purchasing arrangements in the United States.

4. In order to implement the purchase of rice and wheat under the agreement during the authorized supply period, U.S. fiscal year 1981 (October 1, 1980 to September 30, 1981), it is essential that the Government of the People's Republic of Mozambique initiate the purchasing process as soon as possible after signing the agreement. This process includes the following:

(a) Dispatch fully authorized representatives to Washington, D. C. to undertake the required action.

(b) Submit to the U.S. Department of Agriculture a written request for a Purchase Authorization.

(c) After approval by the U.S. Department of Agriculture, prepare and issue an invitation for bids (IFB's) which will handle the letters of credit.

(d) Designate the Mozambican and U.S. banks which will handle the letters of credit.

(e) Act expeditiously to open letters of credit in favor of supplier(s) of grain and freight for 100 percent of the grain and 100 percent of the ocean freight costs. The letters of credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable letters of credit for both the commodity and the ocean freight are not available at the time of loading.

This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

(f) Commissions, fees or other payments to any selling agent seeking to obtain a contract for the purchase of food commodities under this agreement are prohibited.

(g) If a Purchasing Agent and/or Shipping Agent is nominated, this nomination must be submitted to the U.S. Department of Agriculture in writing, accompanied by the proposed agency agreement for the U.S. Department of Agriculture approval.

5. Reporting by the Government of the People's Republic of Mozambique is an essential part of the Agreement. In the past, some of these reports have not been timely and/or complete, and this has caused delays in the signing of agreements. The Government of the People's Republic of Mozambique will be responsible for the timely submission of the following reports:

(a) Quarterly Compliance Reports which are submitted at the end of each quarter during the supply period. Each report includes official Government of the People's Republic of Mozambique information regarding imports and exports of food commodities included in the agreement (i.e., rice, wheat, wheat flour, rolled wheat, semolina, farina, and bulgar). These reports are due on the following dates: March 31, 1981, June 30, 1981, and September 30, 1981.

(b) Shipping and Arrival Reports which provide details on the arrival of the ships carrying the commodities delivered to Mozambique under this agreement. These reports are completed for each ship and submitted to the U.S. Embassy shortly after the arrival of the vessel in Mozambique.

(c) The Annual Self-Help Report which is due in the U.S. Embassy on November 15, 1981, must contain specific information regarding the progress the Government of the People's Republic of Mozambique has made in implementing the Self-Help Measures in the Agreement. The FY-80 Self-Help Report, which was due in November 1980, must also contain more specific information.

(d) The Local Currency Proceeds Reports which report the use of local currency proceeds generated under this Agreement and the previous FY-79 and FY-80 agreements are due every six months. For this Agreement, the Local Currency Proceeds Report should be submitted to the U.S. Embassy on June 30, 1981 and December 31, 1981.

6. It is important for the Government of the People's Republic of Mozambique to provide the United States Government with a full assessment of the present transportation situation on a periodic basis so that the U.S. Embassy in Maputo can confirm that the grain purchased under this agreement can be shipped to Mozambique, stored and distributed therein. The U.S. Embassy must report to Washington, D. C. an assessment of the transportation system no later than 72 hours before the issuance of each Purchase Authorization. Pursuant to new U.S. legislative and regulatory requirements, Purchase Authorizations will be issued under the agreement only after the U.S. Secretary of Agriculture has determined that adequate storage facilities are available locally at the time of exportation to prevent the spoilage or waste of the commodity,and the distribution of the commodity will not result in a substantial disincentive or interference with domestic production or marketing.

7. The Agreement provides for a Usual Marketing Requirement (UMR) of 20,000 metric tons of rice and 59,000 metric tons of wheat/wheat flour. This UMR is based on an average of commercial imports for a five-year period. Only commercial purchases from non-communist countries are included in the UMR computations.

8. The Agreement calls for limitations on the export from Mozambique of rice (in the form of paddy, brown or milled) and wheat, wheat flour, semolina, farina and bulgar, or the same products under different names. These export limitations apply to the supply period October 1, 1980 through September 30, 1981, and any subsequent U.S. fiscal year during which the rice or wheat purchased under this agreement is utilized.

9. The Government of the People's Republic of Mozambique is requested to identify the following:

(1) The specific receiving points for the commodities.

(2) The specific storage points for the commodities.

(3) The channels of distribution.

(4) The wholesale and retail prices at which the commodities will be sold.

(5) Any possibilities for the commodities moving outside the above market channels.

10. The Government of the People's Republic of Mozambique is requested to identify:

(a) The name(s), title(s) and office(s) of the member(s) of the purchasing team who will travel to Washington to make the purchase and arrange for ocean freight.

(b) The specific type of rice and wheat which the Government of the People's Republic of Mozambique prefers to purchase under the agreement.

11. The Government of the People's Republic of Mozambique is requested to:

(a) Submit to the U.S. Embassy in Maputo a completed Annual Self-Help Report for U.S. fiscal year 1980. This report was due November 15, 1980, and when submitted should contain specific reference to progress made toward achieving the Self-Help Measures in the FY-80 agreement with its amendment.

(b) Submit to the U.S. Embassy in Maputo a Local Currency Report which will (i) explain how much of the local currency proceeds remain unutilized from the FY-79 agreement; (ii) explain how those funds are to be used; and (iii) indicate approximately when the local currency funds from the FY-79 and FY-80 Title I Agreements will be expended.

12. At least 50 percent of the PL-480 Title I commodity must be moved on U.S. flag shipping vessels, if available, at fair and reasonable rates.

13. Upon the signature of the Agreement, the Government of the People's Republic of Mozambique should act expeditiously in all matters pertaining to the purchase and delivery of the commodity.

III. The Delegation from the Government of the People's Republic of Mozambique assured the United States Government Delegation that:

1. The Government of the People's Republic of Mozambique representative(s), with appropriate delegation of authority to expeditiously initiate and conclude the required purchasing process, will travel to Washington as soon as possible after the agreement is signed.

2. Appropriate Government of the People's Republic of Mozambique authorities have been appointed and are prepared to (a) open letters of credit for 100 percent of both the commodity and ocean freight prior to the purchase of the commodity and the booking of the vessel, and (b) make prompt transfers of funds to cover the initial payment and the ocean freight costs on the commodity purchased under the agreement.

3. The banks which will be handling the financial operations related to this agreement, and through which letters of credit will be opened for the commodities and ocean freight, are (a) The Bank of Mozambique in Maputo, and (b) The Morgan Guaranty Trust Company at 23 Wall Street, New York, New York.

4. The Government of the People's Republic of Mozambique will inform the U.S. Embassy in Maputo of the following:

   (a) The type and grade of commodity to be purchased in accordance with official U.S. standards.

   (b) The proposed contracting and delivery schedule.

5. If the Government of the People's Republic of Mozambique decides to engage a Shipping Agent, the representative(s) traveling to Washington will notify the U.S. Department of Agriculture and provide it with a copy of the agreement.

6. The Government of the People's Republic of Mozambique has made arrangements so that their representative(s) who travel to Washington will have the instructions, information and authority to implement the agreement. This will include:

   (a) The type and grade of commodity to be purchased.

   (b) The contracting and delivery schedules.

   (c) The names and addresses of the U.S. and commercial banks which will handle the transactions.

   (d) Authority to request and sign a Purchase Authorization and other necessary documents.

(e) Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of Purchasing and/or Shipping Agents, if applicable.

(f) Instructions to contact the Program Operations Division, Office of the General Sales Manager, U.S. Department of Agriculture, regarding the foregoing.

7. The Government of the People's Republic of Mozambique will present its FY-80 Self-Help Report to the U.S. Embassy in Maputo by February 28, 1981 at the latest and will present its Annual Self-Help Report for this FY-81 Agreement to the U.S. Embassy on or before November 15, 1981. Both of these reports will contain details with regard to progress made by the Government of the People's Republic of Mozambique in implementing the specific Self-Help Measures contained in each agreement.

8. The Government of the People's Republic of Mozambique will present to the U.S. Embassy in Maputo, as soon as possible, a report on the status of the local currency proceeds generated under the FY-79 and FY-80 Agreements. This report will (a) explain how much local currency proceeds remain unutilized from the FY-79 Agreement, (b) explain how the Government of the People's Republic of Mozambique expect to use these funds, and (c) indicate approximately when the Government of the People's Republic of Mozambique expects to expend the local currency funds from the FY-79 and FY-80 Agreements.

9. The Government of the People's Republic of Mozambique will provide the U.S. Embassy in Maputo with Quarterly Compliance Reports on the appropriate forms on March 31, 1981 (for the Period October 1, 1980 through March 31, 1981), June 30, 1981 (for the period April 1, 1981 through June 30, 1981), and September 30, 1981 (for the period July 1, 1981 through September 30, 1981).

10. The Government of the People's Republic of Mozambique will provide the U.S. Embassy in Maputo with Shipping and Arrival Reports on a timely basis and as soon as possible after the vessels discharge.

11. The Government of the People's Republic of Mozambique will provide the U.S. Embassy in Maputo with regular informal reports and information on the ability of the Government of the

People's Republic of Mozambique to receive at port, store, transport and distribute in Mozambique the commodities financed under this Agreement.

12. The commodity provided for under the U.S. FY-81 Agreement will arrive at the ports of Maputo, Beira, and/or Nacala as designated by ENACOMO of the Ministry of Foreign Trade. The Ministry of Internal Commerce, in turn, will direct where the food is stored and, depending on stock positions and need, in which areas of the country it is distributed. The commodity, in turn, will be sold to consumers through the Ministry of Internal Commerce's distribution network at national prices fixed by the Government of the People's Republic of Mozambique.

13. The Government of the People's Republic of Mozambique would publicize in the local press the signing of the Agreement and the arrival of each ship carrying the commodity financed under this Agreement.

14. It was agreed that these minutes would be initialed by the signers of the Agreement at the time the Agreement is signed and that these minutes will become part of the Agreement.

15. The above sets forth the elements of understanding reached during the negotiations for the FY-81 Public Law 480 Title I Agreement between the Government of the People's Republic of Mozambique and the Government of the United States of America.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William H. Twaddell
Charge d'Affaires a.i.
Embassy of the United States of America

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE

Janet R. Mondlane
National Director, Office of International Cooperation
Government of the People's Republic of Mozambique

Signed at Maputo, Mozambique

February 23, 1981

ACORDO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMERICA
E O GOVERNO DA REPÚBLICA POPULAR DE MOCAMBIQUE
PARA A VENDA DE PRODUTOS AGRICOLAS

LEI PUBLICA 480, PROGRAMA TITULO I

O Governo dos Estados Unidos da América e o Governo da República Popular de Moçambique acordam na venda de produtos agrícolas abaixo descriminados. Este Acôrdo consistirá do Preâmbulo e das Partes I e III do Acôrdo assinado em Junho 28, 1979 conjuntamente com a Parte II, que se segue.

Parte II - Condiçoes Especiais

Alínea I. Quadro de Mercadorias:

MERCADORIA	PERÍODO DO FORNECIMENTO (ANO FISCAL E.U.A.)	QUANTIDADE MÁXIMA APROXIMADA (TON.MÉTRICAS)	EXPORTACAO MÁXIMA VALOR DO MERCADO MILHOES	
ARROZ	1981	3.800	Dólares	2.0
TRIGO	1981	15.700	Dólares	3.0
TOTAL			Dólares	5.0

Alínea II. Regras de Pagamento: Crédito em Moeda Local Conversível, (40 anos).

A. Pagamento Inicial - 5 por cento.

B. Pagamento em Moeda Local - 5 por cento para a Secçao 104 (a).

C. Número de Prestaçoes - Trinta e Uma (31).

D. Montante de Cada Prestaçao - Prestaçoes Anuais Aproximadamente Iguais.

E. Data do Vencimento do Pagamento da Primeira Prestaçao - Dez (10) anos depois da data da última entrega da mercadoria, por ano civil.

F. Taxa de Juros Inicial - Dois (2) por cento.

G. Taxa de Juros Contínua - Três (3) por cento.

Alínea III. Quadro de Mercado Usual:

MERCADORIA	PERIODO DE IMPORTACAO (ANO CIVIL E.U.A.)	MERCADOS USUAIS (TON.METRICAS)
ARROZ	1981	20.000
TRIGO/FARINHA DE TRIGO (na base do equivalente em grao)	1981	59.000

Alínea IV. Limitaçao de Exportaçao:

A. O período de limitaçao de exportaçao será o ano fiscal de 1981 dos Estados Unidos da América ou qualquer ano fiscal subsequente dos E.U.A. durante o qual as mercadorias financiadas ao abrigo deste acôrdo serao utilizadas ou importadas.

B. Para o efeito da Parte I, Artigo (A) (4) deste acôrdo, as mercadorias que nao podem ser exportadas sao: para o arroz -- arroz em forma de "paddy", com casca e limpo e, para o trigo/farinha de trigo — trigo, farinha de trigo, trigo enrolado, semolina, farinha ou bulger (ou o mesmo produto sob um nome diferente).

Alínea V. Medidas de Auto-Ajuda:

A. O Governo do país importador concorda em procurar medidas adequadas a fim de melhorar a produçao, armazenagem e distribuiçao dos produtos agrícolas. Ao implementar estas medidas de auto-ajuda um enfâse especial será dado para contribuir directamente no desenvolvimento das áreas rurais pobres e permitir aos pobres

participar activamente no aumento da produçao agrícola através de pequenas fazendas agrícolas.

B. O Governo da República Popular de Moçambique concorda em assumir as seguintes actividades e, assim, providenciar um financiamento adequado, recursos técnicos e administrativos para a sua implementaçao:

1. Continuar a rever a política de preços no sector agrícola a fim de valorizar a sua eficácia em garantir retribuiçao igual aos produtores;

2. Continuar as seguintes actividades em relaçao ao Programa da FAO-NORDIC (MONAP):

A. Apoiar a produçao, melhoramento e distribuiçao de sementes;

B. Melhorar armazenagem, manuseamento e o sistema de distribuiçao relacionada com a produçao da alimentaçao básica e necessidades agrícolas.

C. Melhorar a qualidade e uso de terra agrícola disponível para pequenos agricultores.

3. Rever uma forma de programar uma assistência alimentar segura, estabelecendo uma reserva de cereais para fornecimentos, construçao de armazens nos três portos principais, provisionar equipamento para a comercializaçao dos cereais para alimentaçao e recolha do cereal, providenciar teams móveis para controle de quantidades e de stock, obtençao de assistência técnica para negociar o cereal.

Alínea VI. Objectivos do Desenvolvimento Económico para os quais as receitas a favor do país importador vao ser utilizadas:

A. As mercadorias fornecidas ao abrigo deste acôrdo, ou as receitas do país importador da venda de tais mercadorias, serao usadas para os seguintes projectos/programas que beneficiam directamente as pessoas necessitadas do país importador;

1. As seguintes medidas de auto-ajuda estabelecida na alínea V do acôrdo; e/ou

2. A implementaçao de programas para construir estradas para o escoamento de produtos para as áreas de maior produtividade agrícola e assegurar a conservaçao das estradas rurais existentes.

3. Instituir um estudo básico para generalizar relatórios agrícolas, seus custos, mercados, e informaçoes gerais sobre a economia rural de produçao doméstica de trigo, milho, arroz e outros cereais.

4. Reactivar, a nível local, a rede meteorológica e fazer com que os orgaos locais conheçam a importância desta actividade a fim de melhorar o controle destas tarefas, assegurando que o apuramento destas informaçoes sejam transmitidas aos orgaos centrais.

B. Os projectos/programas identificados na Alínea VI (A) beneficiarao os mais necessitados, do seguinte modo:

1. A qualidade de semente deteriorou e as disponíveis sao pouco sortidas. Com a produçao de melhor semente, qualidade e distribuiçao, e com a introduçao de sementes tolerantes à seca e mais variedades nas zonas de chuvas irregulares, aumentará a plantaçao dos pequenos agricultores e, assim, reduzirá o risco tanto para o agricultor, como para o mercado.

2. Programas de produçao de produtos e insumos agrícolas, com melhores armazens e sistema de transportes, incluindo manutençao e expansao de estradas rurais, melhorarao a produçao agrícola e a expansao do escoamento de produtos alimentares. A comercializaçao de insumos agrícolas, aumentará a disponibilidade de mercadorias essenciais tais como, fertilizantes, pesticídas e pequenos implementos agrícolas. A comercializaçao das colheitas, melhoramento dos mercados e da distribuiçao reduzirá perdas e injustiças nos mercados rurais e urbanos, em todo o país.
3. O uso de terra agrícola e actividades de conservaçao terao como objectivos reduzir e controlar o crescimento de matagais nas zonas agrícolas, assim mantendo e alargando as afeas de cultivo dos pequenos agricultores.
4. Projectos de investigaçao, criaçao e imunizaçao pecuária melhorarao as oportunidades de emprego bem como desenvolver a expansao de programas para pequenos animais que aumentaria as possibilidades do pequeno agricultor diversificar a sua produçao.
5. Reflorestamento, conservaçao e projectos proporcionarao um melhoramento salarial através de um projecto intensivo para o trabalhador. Da regeneraçao de combustível de madeira e um produçao eficiente e mercados providenciarao um combustível economômico para as famílias rurais e urbanas.
6. Rever a política de preços no sector agrícola a fim de valorizar a sua eficácia em garantir retribuiçao igual aos agricultores e fornecer informaçoes básicas para uma conduta e valorizaçao dos pro-

jectos agrícolas.

7. Melhorar o potencial agrícola por meio de expansao de irrigaçao e construçao de represas como medida para aumentar a capacidade de reserva de água no solo que, assim, reduzirá perdas aos pequenos agricultores, provocadas pelas secas.
8. Providenciar para que estudos científicos climatológicos forneçam relatórios relacionados com a agricultura criando, para o efeito, um departamento agro-meteorológico nos serviços de meteorologia, beneficiando assim os pequenos agricultores de medidas estabelecidas em caso de desastres naturais.
9. Da elaboraçao e implementaçao de um programa de segurança alimentar resultará um melhoramento de cereais para consumo interno, durante as épocas de faltas e de secas.
10. Fortalecendo a comissao nacional existente para os desastres naturais, resultará um aumento no fornecimento de alimentaçao nas áreas rurais e melhorará o escoamento dos produtos ao pequeno agricultor e outros necessitados de assistência alimentar urgente.

COMO TESTEMUNHAS, os respectivos representantes, devidamente autorizados para o fim, assinaram o presente Acôrdo.

Feito em MAPUTO, neste dia 23 de Fevereiro de 1981, em duplicado.

PELO GOVERNO DOS
ESTADOS UNIDOS DA AMÉRICA

William H. Twaddell

PELO GOVERNO DA REPÚBLICA
POPULAR DE MOCAMBIQUE

Janet R. Mondlane

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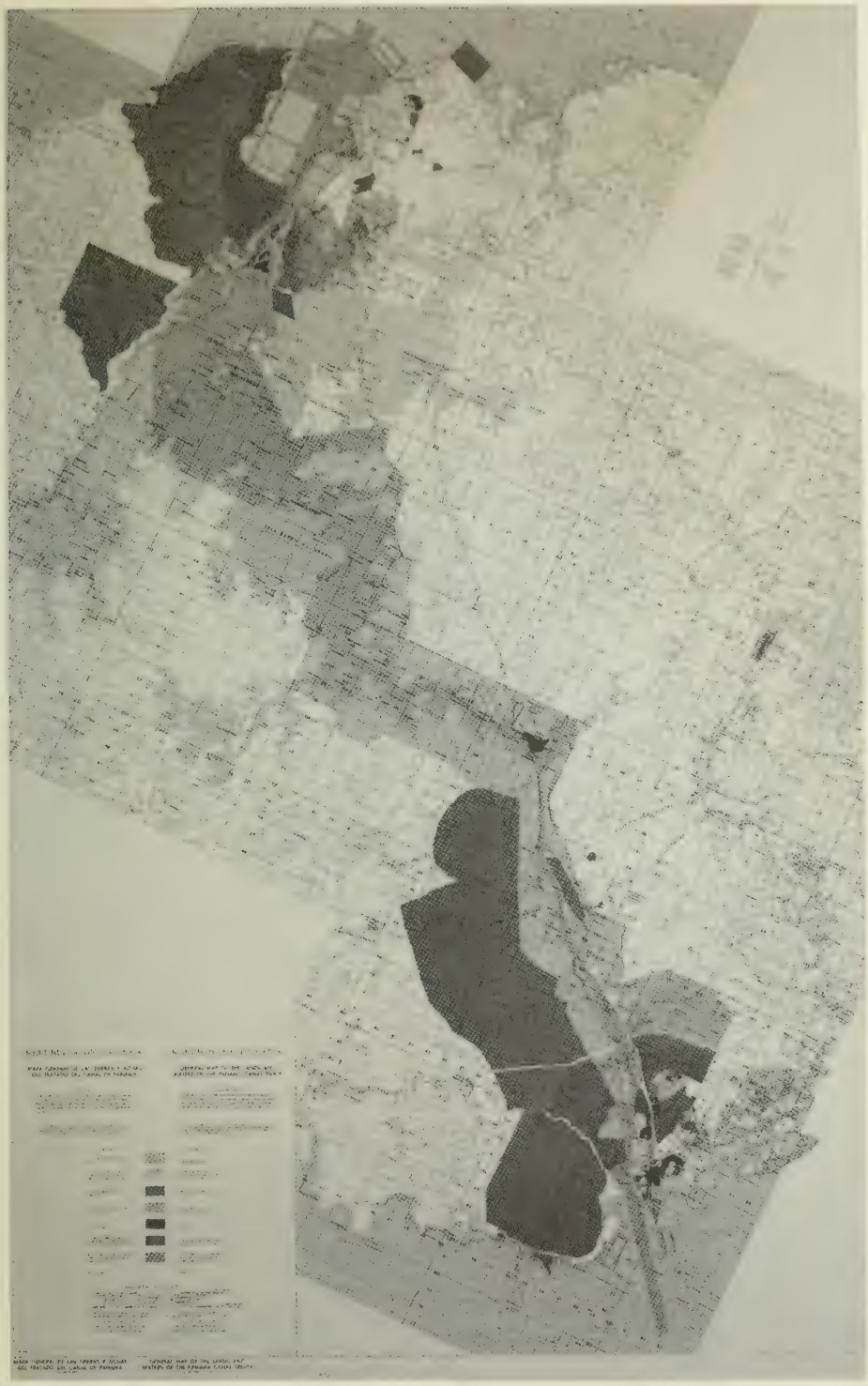

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